

*This is a translation of the official Dutch general terms and conditions of sale of the Amsterdam University of Applied Sciences, 2022 version, filed with the Chamber of Commerce under number 34215054. No rights may be derived from this English-language version. The Dutch version shall be decisive.*

## **General Terms and Conditions of Sale for the purposes of Educational or Other Services for Private Clients (Version: 2022)**

### **Article 1 – Application of these general terms and conditions of sale**

- 1.1 These general terms and conditions shall apply to all agreements entered into between Stichting Hogeschool van Amsterdam, having its registered office at Wibautstraat 3b in (1091 GH) Amsterdam, the Netherlands (hereinafter referred to as '**Amsterdam University of Applied Sciences**' or '**AUAS**'), and a private course participant (hereinafter referred to as a '**course participant**') and any quotation issued by AUAS. These general terms and conditions shall govern all of the services provided by AUAS, which includes but is not confined to educational services.
- 1.2 A course participant is a natural person who procures educational or other services from AUAS pursuant to an agreement.
- 1.3 After these general terms and conditions become part of any agreement between AUAS and a course participant, they shall also constitute part of any subsequent agreement concluded between AUAS and that course participant, even in the event that no reference is made to their application when it is concluded and/or the terms and conditions are not handed over.
- 1.4 Any derogation from these general terms and conditions shall only be valid, provided that it is explicitly agreed to in writing.
- 1.5 In the event that one (1) or more provisions of these terms and conditions is or are void or are nullified, their remaining provisions shall continue to apply in full. In the case of void or nullified provisions, AUAS and the relevant course participant shall arrange for them to be replaced with provisions which approximate their meaning as far as possible.
- 1.6 Unless otherwise stipulated in these general terms and conditions, 'written' or 'in writing' shall also be deemed to include electronic data exchange, such as messaging by email.
- 1.7 In the event that a translation of these general terms and conditions into a language other than Dutch is used and there is a conflict between the Dutch version and such translation or there are difficulties interpreting the latter, the Dutch version shall prevail.
- 1.8 These general terms and conditions may also be consulted at AUAS website under [general terms and conditions of sale](#)
- 1.9 These general terms and conditions shall not govern a legal relationship with any person who has registered as a course participant or an external examinee for a paid or unpaid CROHO educational programme at AUAS.

### **Article 2 – Conclusion of an agreement**

- 2.1 Unless explicitly stipulated otherwise in writing, any offer from AUAS shall be free of obligation and shall be valid for a term of thirty (30) calendar days.
- 2.2 An agreement between AUAS and a course participant shall be concluded remotely or otherwise at such time as AUAS presents the course participant with written confirmation of their registration. Any additional arrangement, amendment and/or commitment that is subsequently made or given shall only be binding on AUAS, provided that the latter presents the relevant course participant with written confirmation of same. In the absence of an explicit notice of confirmation of registration, the relevant invoice shall serve as such notice of confirmation. An agreement shall also be deemed to have been concluded at such time as both parties comply with their obligations pursuant to it without reservation.
- 2.3 Where admission requirements apply in the case of a specific course, AUAS's confirmation of registration shall serve as provisional registration. An agreement between AUAS and a course participant shall definitely be concluded at such time as AUAS determines that the relevant admission requirements have been satisfied.
- 2.4 AUAS may require security from a course participant for compliance with the latter's obligations in the form of a bank guarantee or in any other form that AUAS specifies, and may suspend its obligations until such security is tendered.
- 2.5 In the event that there is any conflict between the various documents which govern the relationship between AUAS and a course participant, the following order of priority shall apply unless otherwise stipulated: (1) the relevant agreement, (2) these general terms and conditions, (3) any other documents which govern the relationship between AUAS and the course participant.

### **Article 3 – Description of educational and other services**

- 3.1. An agreement shall govern the relevant course participant's procurement of educational or other services based on the information which they obtain from AUAS's website and which they take cognisance of upon registration, information in the written notice(s) of confirmation of the course participant's registration provided by AUAS or other correspondence from AUAS concerning the relevant educational or other services and the substance of these general terms and conditions.
- 3.2. AUAS and a course participant shall stipulate which services AUAS will provide to the course participant in the relevant agreement. In most cases the services which AUAS will provide to a course participant pursuant to an agreement shall comprise educational services, in respect of which AUAS shall provide a specific course based on the information which is published about it on the website and the course participant shall attend this course. A course participant shall declare that they have taken cognisance of the information concerning the relevant course and that they consent to it.
- 3.3. AUAS and a course participant may also agree that AUAS will provide services other than educational ones. What is stipulated in these general terms and conditions in respect of attendance of a course shall apply *mutatis mutandis* in the case of the procurement of services

other than attendance of a course, unless the nature of the agreed services poses an obstacle to the application of a specific provision.

#### **Article 4 – Payment**

- 4.1 An agreement shall stipulate the fee for which the relevant course participant is liable for the procurement of educational or other services from AUAS. A course participant shall declare that they have taken cognisance of the amount which they owe for their procurement of the relevant educational or other services from AUAS and that they consent to pay this amount.
- 4.2 Any expenses for travel, arrangements and accommodation as well as the cost of mandatory literature or other mandatory study materials in connection with the attendance of a course or the procurement of other services (educational or otherwise) are not included in the fee stipulated in Clause (1).
- 4.3 AUAS shall be entitled to adjust the amount of the fee payable by a course participant every year. In so far as this has an effect on a course participant's financial obligations, AUAS shall notify the course participant of the amount involved, where it avails itself of this right.
- 4.4 In the event that one (1) or more cost price determining factors rises in the course of a calendar year, AUAS reserves the right to raise an agreed fee accordingly, unless three (3) months have not yet elapsed after the relevant agreement has been concluded.
- 4.5 All payments must be made in euros into a bank account stipulated by AUAS.
- 4.6 Unless otherwise stipulated, a course participant shall be required to pay AUAS any amount that they owe within thirty (30) calendar days after the relevant invoice date. AUAS shall usually invoice a course participant for the entire fee which they owe for the procurement of the educational or other services that are to be provided before they commence.
- 4.7 Complaints about invoices must also be submitted in writing within fourteen (14) calendar days after the date on which the relevant invoices are issued.
- 4.8 Should a course participant remain in default of payment, AUAS shall arrange for a reminder to be sent to them free of charge with a request to proceed with payment within fourteen (14) calendar days as of the date after the course participant receives the reminder. In the event that payment does not occur by that deadline in spite of the reminder, the course participant shall be in default and AUAS shall be entitled to proceed with the collection of the amount owed without any further notice, employing any legal means which AUAS has at its disposal for this purpose.
- 4.9 As of the time that the course participant is in default, AUAS shall also claim payment of the legally stipulated interest referred to in Section 6:119 of the Dutch Civil Code.
- 4.10 During the time while a course participant is in default of payment, AUAS shall be entitled to suspend its obligations pursuant to the relevant agreement with immediate effect.
- 4.11 A course participant shall be liable for all judicial and extrajudicial expenses which AUAS incurs. Extrajudicial debt collection costs shall be charged in accordance with the Extrajudicial Collection Costs (Fees) Decree [*Besluit vergoeding voor buitengerechtelijke incassokosten*], as

provided for in Article 6:96(5) of the Civil Code. Extrajudicial debt collection costs shall be as follows (amounts exclusive of VAT) subject to a minimum fee of €40.00:

- 15% of the first €2,500.00;
- 10% of the next €2,500.00;
- 5% of the next €5,000.00;
- 1% of the next €190,000.00;
- 0.5% of the excess of the principal sum subject to a maximum of €6,775.00.

4.12 In the event that a course participant delegates the duty to effect payment to a third party, such as their employer, in accordance with Article 15(2) of these general terms and conditions, what is stipulated in this respect in the general terms and conditions for the purposes of educational or other services for professional clients (Version: 2022) shall apply.

#### **Article 5 – AUAS's duty of care**

- 5.1. AUAS shall make an effort to deliver the services which it is to supply and to provide the education that it has agreed to with the relevant course participant to the best of its knowledge and ability. In this respect, AUAS shall comply with the applicable regulations and exercise a duty of care, subject to the proviso that AUAS shall only have a duty of care and not a performance obligation.
- 5.2. AUAS shall determine the nature of the educational and other services to which it has agreed with a course participant. AUAS shall endeavour to supply a course participant with relevant information in this respect, of which information a course participant shall be deemed to take or have taken cognisance.
- 5.3. AUAS reserves the right to make any reasonable change to the nature of the agreed educational or other services in the interim for reasons of its own. It shall inform the relevant course participant accordingly. A course participant shall be deemed to have taken cognisance of such information.

#### **Article 6 – Course participant's obligations**

- 6.1. A course participant shall refrain from behaviour and/or activities which are in any way in breach of the rules governing AUAS and the course participant, such as, amongst other things, the applicable [internal regulations](#), or any other(s) which must be deemed to be socially improper. In particular, a course participant shall refrain from behaviour and/or activities whose purpose or effect is that of frustrating the relevant education, acquisition of knowledge or honest evaluation of performance. This refers to the commission of plagiarism and fraud, amongst other things.
- 6.2. A course participant shall do all in their power to successfully complete the relevant education (or any other type of service which AUAS provides) by the stipulated deadline. A course participant shall make an effort to participate in all aspects of the relevant education (or any other service).

6.3. Where a course participant avails themselves of the STAP scheme (Incentive for improvement of labour market position, *Stimulerende ArbeidsmarktPositie*), they shall bear sole responsibility for this. A course participant shall be responsible for a correct, timely application and for satisfying any requirements which are stipulated for the purposes of obtaining a subsidy in accordance with the STAP scheme. AUAS shall not have a duty to draw attention to the option of utilising the STAP scheme.

#### **Article 7 – Retention of title**

All items supplied by AUAS, such as designs, sketches, drawings, films, media for software and electronic or other files and so forth, shall remain AUAS's property until the relevant course participant has complied with all of their financial and other obligations. Any items which AUAS supplies and which are subject to retention of title may only be sold as part of normal business operations and may not be used as a means of payment under any circumstances whatsoever. A course participant may not encumber any item which is the subject of retention of title with a limited right.

#### **Article 8 – Complaints**

Unless otherwise agreed between AUAS and a course participant, the latter shall be required to notify AUAS of any complaint concerning a service that is provided in writing within fourteen (14) days after discovering any deficiency but by no later than thirty (30) days after the completion of the relevant service.

#### **Article 9 – Term and termination of an agreement**

9.1. An agreement shall stipulate the date on which the relevant course or other service is to commence. An agreement shall be concluded for the duration of the relevant course or other service that is procured as specified in the agreement and clarified before its conclusion. Should a course participant fail to complete a course after this nominal period, AUAS may renew the relevant agreement at the course participant's request. AUAS shall not have a duty to comply with this request.

9.2. An agreement shall terminate:

- once the relevant course participant successfully completes the educational programme in question and also complies with all of their outstanding financial and other obligations towards AUAS;
- with mutual consent after both parties confirm this in writing;
- in the event that AUAS is no longer able to provide the relevant course due to demonstrable force majeure;
- by virtue of the definite removal of the relevant course participant as provided for in Article 10 of these general terms and conditions;
- where AUAS or the relevant course participant exercises any power of cancellation or rescission in accordance with these general terms and conditions.

- 9.3. A course participant may cancel an agreement without citing reasons for doing so up to a deadline of fourteen (14) calendar days after the date on which the relevant agreement was concluded. AUAS has provided a form for this purpose, which has been appended to these general terms and conditions as an annex and which may be consulted online at [cancellation form](#). Where a course participant exercises this right, they shall bear the costs involved in returning any items which AUAS may have supplied.
- 9.4. A course participant may cancel an agreement at any time. Where a course participant proceeds with cancellation, AUAS shall have a duty to refund or to credit them for the portion of the monies that the course participant has paid pursuant to the relevant agreement which exceeds the overall sum of:
- that part of the course fee to which AUAS is reasonably entitled having regard to the work that it has already carried out, the benefit which the relevant course participant has derived from it and based on which they cancelled the agreement prematurely; and
  - the expenses which AUAS has incurred for the purposes of executing the agreement.
- 9.5. The provisions of Article 9.4 of these general terms and conditions shall not affect AUAS's compensation for any loss within the meaning of Article 7:406 of the Civil Code.
- 9.6. Subject to the provisions of Article 9.3 of these general terms and conditions, in principle, the following scale shall apply with regard to educational other services for the purposes of determining the reasonable proportion of the course fee referred to in Article 9.4 of these general terms and conditions:
- 10% of the overall fee which the relevant course participant is to pay for attending the course in question where cancellation occurs up to two (2) months before the course commences;
  - 25% of the overall fee which the relevant course participant is to pay for attending the course in question where cancellation occurs between two (2) months and two (2) weeks before the course commences;
  - 50% of the overall fee which the relevant course participant is to pay for attending the course in question where cancellation occurs less than two (2) weeks before the course commences;
  - the entire fee which the relevant course participant is to pay for attending the course in question where cancellation occurs after the course commences, unless a reasonable fee for any work that has already been carried out amounts to less than this, in which case the course participant shall be charged such lesser fee. AUAS shall provide a breakdown of the amount of any fee at the request of the relevant course participant.
- 9.7. AUAS shall be entitled to cancel a course or to refuse to allow a course participant to attend it without citing any reasons for this, in which case the course participant shall be entitled to a refund of the full amount which they have paid to AUAS for it. In the event that AUAS exercises this right, it shall not be liable for any loss which the relevant course participant suffers or may suffer as a result.

- 9.8. Should AUAS proceed to modify its services in accordance with Article 5.3 of these general terms and conditions and the services substantially change as a result, a course participant shall be entitled to cancel their agreement, unless there is any question of modified services pursuant to force majeure.
- 9.9. In the event that a course participant:
- is declared bankrupt, submits an application for a moratorium on payments, avails themselves of or applies for the application of the Debt Restructuring (Natural Persons) Act [*Wet schuldsanering natuurlijke personen*] or a substantial portion of their assets is attached;
  - dies or is placed in the care of a guardian; or
  - fails to comply any obligation towards AUAS and even after a reminder to ensure compliance in so far as such a reminder may reasonably be demanded of AUAS, fails to proceed with compliance by the deadline stipulated in the reminder;
- AUAS shall be entitled to cancel all or part of any agreement concluded with the course participant immediately without any legal intervention being required.
- 9.10. AUAS shall be entitled to cancel all or part of an agreement extrajudicially where circumstances occur which are of such a nature that it can no longer be required to comply with the agreement in accordance with principles of equity and fairness.
- 9.11. In the event that an agreement is cancelled, AUAS's claims against the relevant course participant shall fall due immediately. Should AUAS suspend its obligations, it shall retain its entitlements pursuant to the law and any agreement.
- 9.12. The cancellation of an agreement shall not produce any annulment undertaking.
- 9.13. AUAS's cancellation or rescission of an agreement shall not discharge the relevant course participant from their obligations pursuant to the agreement and/or these general terms and conditions in so far as such obligations are also explicitly or by their nature intended to remain in force after the termination of the agreement, such as obligations pertaining to non-disclosure or liability.
- 9.14. AUAS's entitlement to cancel an agreement as provided for in this article shall apply in addition to its entitlement to terminate the agreement in accordance with the law.

#### **Article 10 – Suspension and removal**

- 10.1. Where AUAS is of the opinion that a course participant has engaged in impermissible conduct, which may or may not involve a repeated failure to comply with the obligations referred to in Articles 6.1 and 6.2 of these general terms and conditions, the course participant shall receive a written behavioural demand from AUAS.
- 10.2. Should the relevant course participant fail to comply with the behavioural demand mentioned in the preceding clause immediately and/or to do so unconditionally, AUAS may decide to suspend the course participant from the course for a period of time with immediate effect with or without

- a verbal reproach. The course participant shall be served with a written notice of suspension citing the reasons for their suspension and the date on which it is to commence and terminate.
- 10.3. Upon the expiry of a period of suspension, arrangements shall be made with the course participant and shall be recorded in a behavioural demand. Should there be grounds for doing so, AUAS shall be entitled to extend a period of suspension once for a period which it is to determine. The course participant shall be served with a written notice of the extension of their suspension, citing the reasons for it and the date on which it is to commence and terminate.
- 10.4. The course participant may lodge a written objection against a suspension with AUAS by the deadline stipulated in the notice of suspension. Should AUAS and the course participant fail to agree on an amicable settlement in response to this objection, the course participant may avail themselves of the complaints procedure referred to in Article 16.3. Pending the assessment of the objection, the suspension shall nevertheless apply until the course participant's objection is adjudicated.
- 10.5. During the period of their suspension, a course participant shall be prohibited from attending the relevant course (or parts of it) and/or of being present on the grounds or in the buildings of AUAS.
- 10.6. In the event that a course participant fails to comply with the behavioural demand referred to in Article 10.1 or 10.3 of these general terms and conditions immediately and/or unconditionally, or should a course participant commit fraud, AUAS may decide to definitely remove the course participant from the relevant course with immediate effect or to deny them admission to it indefinitely.
- 10.7. A course participant may at any rate be definitely removed from a course with immediate effect should AUAS discover that:
- the course participant has repeatedly failed to comply with the rules of conduct stipulated in Article 6.1 and/or 6.2 of these general terms and conditions, has already been warned in writing on multiple occasions and has had their attention drawn to the potential consequences of their acts or omissions;
  - the course participant is guilty of serious misconduct, which is at any rate deemed to include the use of or trade in drugs in the buildings or on the grounds of AUAS, possessing prohibited weapons or drugs there, engaging in violence (or threatening to do so) and/or exhibiting sexually unacceptable behaviour.
- 10.8. A course participant shall be notified in writing of any intention to definitely remove them from a course along with the grounds for this.
- 10.9. A course participant may submit a written objection to such intention referred to in the foregoing clause by the deadline stipulated in the notice referred to in that clause. Should AUAS and a course participant fail to reach an amicable solution, the course participant may avail themselves of the complaints procedure referred to in Article 16.3. Pending the assessment of their objection, the relevant course participant may be suspended as provided for in Article 10, in

respect of which the notice referred to in Article 10.8 of these general terms and conditions shall be deemed to constitute a notice of suspension.

- 10.10. AUAS shall not be liable for any loss which a course participant suffers as a result of their suspension or removal. In the event that a course participant is suspended or removed, they shall not be entitled to a refund of the amount which they have paid for attending the relevant course (or any part of it). Where a course participant has not yet paid the full amount that is payable at the time of their suspension or removal, they shall continue to have a duty to pay AUAS any amount for which they are still liable.

#### **Article 11 – Liability**

- 11.1. A course participant shall be liable for and shall indemnify AUAS against any loss which the latter suffers pursuant or in relation to the course participant's culpable failure to comply with any obligation pursuant to an agreement entered into with the course participant, these general terms and conditions or any wrongful act which the course participant has committed against an AUAS subordinate or any third party.
- 11.2. AUAS shall not be liable for any wrongful act that has been committed, nor for any consequential loss, such as but not confined to foregone turnover, profit or opportunities, intangible loss, environmental harm or damage to one's reputation.
- 11.3. AUAS shall only be liable for any loss which a course participant suffers directly as a result of culpable default on its part in so far as the course participant can show that such loss is the direct result of such culpable default and, furthermore, in the case of each occurrence or series of related occurrences with a common cause, such loss shall be confined to the value of the undertaking or undertakings agreed to by the parties with which AUAS has culpably failed to comply subject to a maximum of €25,000.00 exclusive of VAT.
- 11.4. AUAS may also raise any additional limitations of liability or exclusionary provisions that other parties – such as but not confined to AUAS's suppliers – raise against it against a course participant.
- 11.5. A limitation of AUAS's liability such as that referred to in the foregoing clauses shall not apply where such loss is due to wilful recklessness or a deliberate act or omission on the part of AUAS (or its managers and subordinates).
- 11.6. Any course participant's claim against AUAS pursuant to these terms and conditions shall lapse by virtue of the mere expiry of one (1) year after that claim has arisen, unless a legal claim is filed against AUAS before then.
- 11.7. A course participant shall indemnify AUAS, its staff and any other party whom AUAS engages for the purposes of complying with its obligations pursuant to the relevant agreement against any claim made by a third party for compensation for any loss suffered by such party which is due to or is otherwise related to performance effected by AUAS in accordance with these terms and conditions, unless AUAS is unable to rely on any limitation of its liability pursuant to this article where a course participant has suffered such loss.

11.8. In the event that a course participant wishes to avail themselves of the STAP scheme, AUAS shall not be liable towards the course participant for any denial or revocation of such subsidy or for any other loss that is suffered pursuant to the use of the STAP scheme. Where a subsidy is revoked in accordance with the STAP scheme and the UWV [Employee Insurance Agency] asks AUAS to refund any subsidy that has been disbursed for any reason whatsoever, the relevant course participant shall still be liable to pay AUAS the original amount which the UWV has subsidised.

#### **Article 12 – Force majeure**

12.1. In the case of force majeure AUAS may suspend its obligations pursuant to an agreement or these general terms and conditions while the period of force majeure persists. Should this period exceed two (2) months, AUAS shall be entitled to cancel the relevant agreement. In this case there shall be no obligation to provide compensation for any loss.

12.2. For the purposes of the foregoing clause, force majeure shall be deemed to include any impediment to AUAS complying with its obligations due to circumstances that are not due to any fault on its part, nor which occur pursuant to the law or a legal act, or for which it is liable according to generally acceptable principles, which is also deemed to include the following circumstances, which may occasion an impediment to compliance:

- an industrial strike and/or interruption of work (whether organised or not);
- government measures which impede the provision of services;
- sickness or the unforeseen dismissal or absence of staff who were to be deployed for the purposes of providing the relevant services and for whom no replacement can be found based on AUAS's reasonable opinion;
- any non-compliance (whether culpable or not) on the part of a third party, such as a supplier, involved in the provision of the relevant services as a result of which AUAS is unable to comply with all or part of its obligations towards the relevant client;
- war (civil or otherwise) or insurrection, also outside the Netherlands;
- full or partial mobilisation;
- an epidemic or pandemic;
- terrorism;
- wilful harm;
- the occupation of AUAS (or any of its locations);
- fire or any malfunction at AUAS (or any of its locations);
- water damage;
- theft;
- transport difficulties, congestion or lockout;
- a general inability on the part of AUAS to supply goods or services which are required for the purposes of it effecting performance pursuant to the relevant agreement;
- a natural disaster or extreme weather conditions;

- public transport problems;
  - hacks in AUAS's computer or other systems;
  - as well as any other circumstances as a result of which the normal state of affairs prevailing in AUAS (or any of its locations) is impeded, with the result that it cannot reasonably be expected to comply with the relevant agreement.
- 12.3. In the event that any of the circumstances mentioned in Article 12.2 ensures that, while it is possible for AUAS to comply with its obligations, it can only do so in a modified form, AUAS may reasonably decide to offer its services in such modified form. A course participant shall not be entitled to cancellation or compensation pursuant to such modified services.
- 12.4. Even where AUAS is in default, it shall be entitled to rely on force majeure.
- 12.5. In so far as AUAS has already complied or could comply with part of its obligations pursuant to an agreement at such time as force majeure occurs and an independent value may be assigned to that part with which it has already complied or could comply, AUAS shall be entitled to bill for it separately. A course participant shall have a duty to pay such bill as though it had been issued pursuant to a separate agreement.

#### **Article 13 – Personal data and confidentiality**

- 13.1. Both parties shall comply with the legislation and regulations governing privacy. In this respect AUAS employs a specific privacy statement, which may be consulted at the bottom of the page on [its website](#).
- 13.2. Both parties shall have a duty not to disclose any information which they obtain from each other for the purposes of providing the relevant services and of whose confidential nature they are aware or reasonably ought to be aware.

#### **Article 14 – Intellectual property**

- 14.1. All intellectual property rights which arise pursuant to services provided to a course participant by AUAS shall be vested in the latter. All documents, such as but not confined to reports, advice, agreements, designs, sketches, drawings and software, are designed to be used solely by a course participant and the latter may not replicate, publicly disclose or disclose them to another party without AUAS's prior written consent, unless anything otherwise follows from the nature of the documents supplied.
- 14.2. A course participant shall indemnify AUAS against all legal and other claims in relation to an actual or alleged infringement of any industrial or intellectual property right in the event that any items which AUAS has supplied through or at the behest of the relevant course participant are used, replicated, treated or processed.
- 14.3. In the event that computer software is supplied, the relevant course participant shall only acquire a non-transferable licence to use it in accordance with its purpose.
- 14.4. AUAS provider reserves the right to use any knowledge that it acquires through the provision of services for other purposes as well in so far as no confidential information will be disclosed to

any other party by doing so. AUAS shall be entitled to sign anything produced on order. Having regard to the relevant course participant's interests, AUAS shall be entitled to use anything produced on order for its own publicity and/or promotional purposes.

#### **Article 15 – Assignment of rights and obligations**

- 15.1. The relationship between AUAS and a course participant shall be strictly personal. Any actual or future rights and obligations arising pursuant to such relationship may explicitly not be assigned to any other party unless otherwise agreed. In this respect, one might consider, in particular, a situation in which a third party, such as an employer, may wish to pay all or some of the fees for AUAS's services.
- 15.2. In the event that a third party, such as an employer, wishes to pay all or part of the fees for AUAS's services, a legal relationship shall arise between AUAS and such third party, which legal relationship shall be governed by the general terms and conditions for the purposes of educational or other services for professional clients (Version: 2022). These general terms and conditions may be consulted at the AUAS website under [general terms and conditions of sale](#). The legal relationship between a third party, such as an employer, and AUAS must be viewed as a continuation of that between it and the relevant course participant, albeit subject to the application of other general terms and conditions.
- 15.3. Any assignment or encumbrance which is effected in breach of the provisions of Clause (1) shall not have any effect under property law.

#### **Article 16– Governing law and disputes**

- 16.1. All agreements between AUAS and a course participant shall be governed by and construed in accordance with the law of the Netherlands. The Vienna Sales Convention shall not apply.
- 16.2. In the event that a dispute arises, the parties shall first make an effort to resolve it amicably.
- 16.3. Should it be impossible to resolve a dispute amicably and it pertains to a complaint concerning services which AUAS has provided, the relevant course participant may avail themselves of the internal complaints procedure. In the event that there is no special complaints procedure in the faculty in which the relevant course is attended, one may avail oneself of AUAS's general complaints procedure. The operation of the complaints procedure may be consulted at [Right of Complaint](#).
- 16.4. Should it be impossible to resolve a dispute amicably and the relevant course participant does not wish to avail themselves of the internal complaints procedure or this procedure does not resolve the dispute, it and any other dispute shall be adjudicated by a competent court of law in Amsterdam, unless AUAS prefers to bring it before a competent court of law in the place where the course participant lives or has their registered office. Within one (1) month after AUAS invokes Article 16.4 the relevant course participant shall be entitled to opt for the adjudication of a dispute by a court of law that enjoys jurisdiction in accordance with the law.

## ANNEX – CANCELLATION FORM

You may fill in this form and return it if you wish to cancel the agreement. This will only be possible within a period of fourteen (14) days after registering electronically.

Once this period has expired and you would like to annul or cancel a course, the provisions of AUAS's general terms and conditions of sale shall apply.

Please send this form to the email or other address which you can find on the page with information about the relevant course at [www.AUAS.nl](http://www.AUAS.nl).

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I hereby inform you that I am cancelling our agreement governing my attendance of the course mentioned below.

### Course details

Name of course:

Registered on:

Course commencement date:

### Client's details

Name:

Address:

Postcode:

Town/city:

Email address:

*This is a translation of the official Dutch general terms and conditions of sale of the Amsterdam University of Applied Sciences, 2022 version, filed with the Chamber of Commerce under number 34215054. No rights may be derived from this English-language version. The Dutch version shall be decisive.*