

Uniform General Terms and Conditions (LLO)

VU FOUNDATION (Stichting VU)

which maintains Vrije Universiteit Amsterdam as a special institution within the meaning of the Higher Education and Research Act (*Wet op het Hoger onderwijs en wetenschappelijk onderzoek* (WHW)).

Section I – Uniform Provisions (Private Individuals)

General Terms and Conditions of Sale for Educational and Other Services (Private Individuals) 2026

Article 1. Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

- 1.1. **Education Provider:** The VU Foundation (*Stichting VU*) (hereinafter: VU Amsterdam), which provides academic programmes and courses to natural persons, companies and organisations.
- 1.2. **Participant:** Any natural person who participates in the educational programme.
- 1.3. **Agreement:** The Agreement between the Education Provider and the Participant regarding participation in an academic education programme, course, training or degree programme.

Article 2. Applicability

- 2.1. (i) These General Terms and Conditions apply to all offers, quotations, agreements, and deliveries of academic and degree programmes between VU Amsterdam and the Participant.
- (ii) These General Terms and Conditions apply to all services provided by VU Amsterdam, including but not limited to educational services.
- (iii) The cancellation conditions set out in Article 10.6 do not apply to HOVO and NT2. For HOVO and NT2, the cancellation conditions provided in Article 10.7 and Article 10.8 apply.
- 2.2. VU Amsterdam explicitly rejects the applicability of any general terms and

conditions other than these VU General Terms and Conditions.

2.3. Once these General Terms and Conditions form part of any Agreement between VU Amsterdam and the Participant, they will also form part of any subsequent agreements between VU Amsterdam and the Participant, even if no reference is made to them during the conclusion of such subsequent agreements and/or they are not provided to the Participant.

2.4. Changes or exceptions to these General Terms and Conditions are valid solely if confirmed in writing.

2.5. If one or more provisions of these General Terms and Conditions are invalid or annulled, the remaining provisions will continue to apply in full. VU Amsterdam and the Participant will then replace any invalid or annulled provisions with ones that best reflect the original intent.

2.6. If these General Terms and Conditions are translated into a language other than Dutch, the Dutch version will govern in the event of inconsistencies or problems of interpretation.

2.7. These General Terms and Conditions are also [available online](#).

2.8. These General Terms and Conditions do not apply to individuals who are enrolled as students or who are registered solely for examinations in a funded or unfunded degree programme at VU Amsterdam.

Article 3. Application and Conclusion of the Agreement

3.1. All offers made by VU Amsterdam are without obligation and remain valid for 30 calendar days.

3.2. The Participant submits an application using the application procedure specified on the VU Amsterdam website.

3.3. An Agreement is concluded upon written confirmation of the application by VU Amsterdam and receipt of the requisite payment (or payments). Any additional arrangements, amendments, and/or commitments made after that will only be binding on VU Amsterdam if confirmed in writing to the Participant. If VU Amsterdam does not explicitly confirm the application, the invoice will serve as confirmation of it.

3.4. In the event of any inconsistency between documents applicable to the relationship between VU Amsterdam and the Participant, the following order of precedence will apply unless otherwise specified:

- 1) the Agreement;
- 2) these General Terms and Conditions;
- 3) any other documents applicable to the relationship between VU Amsterdam and the Participant.

3.5. VU Amsterdam reserves the right to refuse participants who do not meet the applicable admission requirements.

Article 4. Payment

4.1. The costs of participating in an academic programme are communicated to the Participant prior to registration. The Agreement specifies the amount owed by the Participant for the services provided by VU Amsterdam. The Participant acknowledges having taken note of the amount owed and agrees to its payment.

4.2. Travel and accommodation expenses, as well as the costs of required study and other materials, are not included in the amount referred to in paragraph 1, unless stated otherwise.

4.3. VU Amsterdam is entitled to raise the participation fees annually if cost-determining factors increase during a calendar year.

4.4. The Participant must pay the amounts owed in accordance with the payment terms stated on the invoice. In the absence of specific terms, the Participant must make payment within 30 days of the invoice date.

4.5. Complaints regarding invoices must also be submitted in writing within 14 calendar days of the date on which the invoice was sent. Objections to the amount owed and/or the performance of the services do not entitle

the Participant to suspend payment obligations.

4.6. If payment has not been made within the specified term, the Participant will be in default without further demand or notice of default being required. VU Amsterdam will then be entitled to charge statutory interest on the invoiced amount from the due date until full payment, without prejudice to any other rights of VU Amsterdam, such as exclusion from participation.

4.7. During any period in which the Participant is in default of payment, VU Amsterdam is entitled to suspend its obligations under the Agreement with immediate effect.

4.8. All costs arising from judicial or extrajudicial collection of the claim will be borne by the Participant, including costs exceeding the statutory extrajudicial collection fee.

Article 5. Description of the educational and other services

5.1. The Agreement specifies which educational and/or other services VU Amsterdam will provide to the Participant.

5.2. VU Amsterdam and the Participant may also agree that VU Amsterdam will provide services other than educational services. The provisions of these General Terms and Conditions relating to participation in a course apply correspondingly to the provision of other services, unless the nature of those services precludes the application of any specific provision.

Article 6. Performance of the educational and other services

6.1. VU Amsterdam endeavours to perform the educational and other services to the best of its knowledge and ability. Academic education entails an obligation of effort, not of result.

6.2. VU Amsterdam determines how the agreed services between the Participant and VU Amsterdam are to be carried out. VU Amsterdam will make reasonable efforts to provide the Participant with relevant information in this regard and the Participant is deemed to read and/or have read it.

6.3. VU Amsterdam reserves the right to make changes to the educational and other services – such as changes to dates, venues or content – if needed to safeguard the quality of the education.

6.4. If any change has significant consequences for the Participant, they will have the right to cancel the Agreement, in which case the Education Provider may decide to refund part or all of the amount already paid by the Participant.

Article 7. Obligations of the Participant

7.1. The Participant warrants the accuracy, completeness, and reliability of all information and documents provided, whether directly or through a representative, where VU Amsterdam has identified such information as necessary or where the Participant should reasonably recognise its necessity for the performance of the Agreement. If the requisite information is not provided, or not provided in time, VU Amsterdam is entitled to suspend performance of the Agreement and/or charge the Participant for any additional costs resulting from the delay.

7.2. The Participant must comply with the applicable VU Amsterdam internal rules of conduct (*attach VU Amsterdam Internal Rules etc.*) and refrain from behaviour or activities that disrupt the educational process, including, without limitation, plagiarism and fraud.

Article 8. Intellectual property and the use of materials

8.1. VU Amsterdam retains all intellectual property rights relating to products used in the performance of the Agreement.

8.2. The Participant is expressly prohibited from sharing, reproducing, publishing, or exploiting such products – including but not limited to educational materials – whether directly or through third parties.

Article 9. Complaints - procedure

9.1. If the Participant has a complaint regarding the content or performance of the educational and/or other services, this will first be discussed with the relevant instructor

in order to seek a solution (where possible, without court intervention).

9.2. If the Participant has a complaint regarding the educational and/or other services, this must be submitted in writing and accompanied with reasons within 14 calendar days after the complaint has arisen, but no later than 30 days after the Agreement ends.

9.3. VU Amsterdam will handle the complaint with due care and respond in writing within 30 days of receiving the complaint.

Article 10. Duration and end of the Agreement

10.1. The Agreement specifies the commencement date of the course or other service. The Agreement is entered into for the duration of the course or other service purchased, as specified in the Agreement and communicated clearly prior to its conclusion. If the Participant has not completed a course within this (nominal) period, VU Amsterdam may extend the Agreement at the Participant's request. VU Amsterdam is not obliged to grant such a request.

10.2. The Agreement ends:

- when the Participant has successfully completed the programme and has fulfilled all outstanding payment and other obligations to VU Amsterdam;
- by mutual consent, once confirmed in writing by both parties;
- if VU Amsterdam is demonstrably unable to continue offering the course due to force majeure;
- upon the Participant's permanent removal as referred to in Article 11 of these General Terms and Conditions;
- if VU Amsterdam or the Participant exercises a right of termination or rescission (*ontbinding*) under these General Terms and Conditions.

10.3. The Participant may terminate the Agreement without stating reasons within 14 calendar days after the date on which the Agreement was concluded. VU Amsterdam provides a form for this purpose, included as an annex to these General Terms and Conditions and available online on the cancellation form page. If the Participant exercises this right, they bear the cost of

returning any items supplied by VU Amsterdam.

10.4. The Participant may terminate the Agreement at any time in writing. If the Participant terminates the Agreement, VU Amsterdam may – without being obliged to do so – refund or credit that portion of the fees paid by the Participant which exceeds the total of:

- the reasonable portion of the course fee to which VU Amsterdam is entitled, taking into account the work already performed, the benefit derived by the Participant and the reason for early termination; and
- the expenses incurred by VU Amsterdam in performing the Agreement.

10.5. Article 10.4 does not affect VU Amsterdam's right to claim compensation within the meaning of Article 7:406 of the Dutch Civil Code.

10.6. To determine the reasonable portion of the fee referred to in Article 10.4, and without prejudice to Article 10.3, the following schedule applies to educational and other services:

- termination between six and three weeks before the first day of instruction: 50% of the total amount owed by the Participant;
- termination less than three weeks before the first day of instruction: 75% of the total amount owed by the Participant;
- termination on or after the first day of instruction: 100% of the total amount owed by the Participant.

10.7. For HOVO, the following cancellation conditions apply:

- termination up to four weeks before the first day of instruction: €25 administration fee;
- termination between four and two weeks before the first day of instruction: 25% of the total amount owed by the Participant, but no less than €25;
- termination less than two weeks and up to one day before the first day of instruction: 50% of the total amount owed by the Participant, but no less than €25;
- termination on the first day of instruction: 100% of the total amount owed by the Participant.

10.8. For NT2, the following cancellation conditions apply:

- termination up to two weeks before the first day of instruction: €25 administration fee;
- termination less than two weeks and up to one day before the first day of instruction: 100% of the total amount owed by the Participant.

10.9. VU Amsterdam is entitled to cancel the course or refuse a Participant without stating reasons. In such cases, the Participant is entitled to a full refund of the amount paid to VU Amsterdam. If VU Amsterdam exercises this right, it is not liable for any losses the Participant suffers or may suffer as a result.

10.10. If VU Amsterdam makes changes to the services on the basis of Article 6 and the services change substantially as a result, the Participant will be entitled to terminate the Agreement unless the changes are due to force majeure.

10.11. If the Participant:

- is declared bankrupt, applies for suspension of payments, uses or applies for debt restructuring under the Dutch Debt Restructuring Act for Natural Persons (*Wet schuldsanering natuurlijke personen*), or if a substantial part of their assets is seized,
- dies or is placed under guardianship, or
- fails to meet any obligation to VU Amsterdam and, after being given notice to comply – where such notice can reasonably be expected – is still in default after the period specified in that notice, VU Amsterdam is entitled to terminate the Agreement (or Agreements) concluded with the Participant wholly or in part, with immediate effect, without the need for court intervention.

10.12. VU Amsterdam may terminate the Agreement extrajudicially, wholly or in part, if circumstances arise such that, according to standards of reasonableness and fairness, it can no longer be expected to perform the Agreement.

10.13. If the Agreement is terminated, VU Amsterdam's claims against the Participant become immediately due and payable. If VU Amsterdam suspends the performance of its obligations, it retains its rights under the law and the Agreement.

10.14. Termination of the Agreement does not give rise to obligations to undo performances already rendered.

10.15. Termination of the Agreement by VU Amsterdam does not release the Participant from obligations under the Agreement and/or these General Terms and Conditions that are explicitly or by their nature intended to remain in force after termination, such as confidentiality or liability provisions.

10.16. VU Amsterdam's rights of termination under this Article are in addition to any of its statutory rights of termination.

Article 11. Suspension and removal

11.1. If, in VU Amsterdam's reasonable opinion, the Participant engages in unacceptable behaviour, they will receive a written conduct warning from VU Amsterdam.

11.2. If the Participant does not comply with the conduct warning referred to in paragraph 1, VU Amsterdam has the right to suspend the Participant with immediate effect, with or without prior oral notice. The suspension decision will be confirmed to the Participant in writing, setting out the reasons for the suspension and the dates on which it commences and ends.

11.3. After the suspension period has ended, arrangements will be made with the Participant and recorded in a conduct warning.

11.4. The Participant may lodge a written objection to the suspension within a period to be determined. If VU Amsterdam and the Participant do not succeed in reaching an amicable solution following this objection, the Participant may use the complaints procedure referred to in Article 15.3. Pending the assessment of the objection, the suspension will remain in effect until a decision has been made on the Participant's objection.

11.5. During the suspension period, the Participant is prohibited from attending the course (or parts of it) and/or being present in VU Amsterdam's buildings or on its premises.

11.6. If the Participant does not immediately and/or unconditionally comply with the conduct warning referred to in Article 11.1 or Article 11.3 of these General Terms and Conditions, or if the Participant commits fraud, VU Amsterdam may decide to permanently remove the Participant from the

course with immediate effect and deny participation for an indefinite period.

11.7. The Participant may in any case be permanently removed from the course with immediate effect if VU Amsterdam determines that:

- the Participant has repeatedly violated the rules of conduct referred to in Article 7 of these General Terms and Conditions and has already been warned in writing several times and informed of the possible consequences of their actions or omissions;
- the Participant engages in serious misconduct.

11.8. The intention to permanently remove the Participant from the course will be communicated to the Participant in writing, stating the reasons for the intended removal.

11.9. The Participant may lodge a written objection to the intention referred to in the previous paragraph within the period specified in that written notice. If VU Amsterdam and the Participant do not succeed in reaching an amicable solution, the Participant may use the complaints procedure referred to in Article 15.3. Pending the assessment of the objection, the Participant may be suspended as referred to in this Article 11, with the written notice referred to in Article 11.8 of these General Terms and Conditions serving as the suspension letter.

11.10. VU Amsterdam is not liable for any losses suffered by the Participant as a result of a suspension or removal. In the event of suspension or removal, the Participant is not entitled to a refund of any part of the amount paid for participation in the course. If the Participant has not yet paid the full amount owed at the time of suspension or removal, they remain required to pay the outstanding amounts to VU Amsterdam.

Article 12. Liability

12.1. The Participant is liable for, and will indemnify VU Amsterdam against, any and all losses suffered by VU Amsterdam arising from or related to an attributable failure by the Participant to fulfil any obligation under the Agreement or from any unlawful act by the Participant against third parties.

12.2. VU Amsterdam is not liable for any business, indirect or consequential losses suffered by the Participant.

12.3. Any claim by the Participant against VU Amsterdam arising from or related to the Agreement will lapse solely by the passage of six months after the claim has arisen.

12.4. The Participant indemnifies VU Amsterdam, its staff and any third parties engaged by VU Amsterdam to perform its obligations under this Agreement against any and all claims by third parties for compensation of any losses suffered by those third parties, caused by or otherwise related to services provided by VU Amsterdam under these General Terms and Conditions unless VU Amsterdam, had such losses been suffered by the Participant, would not be entitled to rely on the limitation of its liability under this article.

Article 13. Force majeure

13.1. If VU Amsterdam is unable to perform its obligations under the Agreement, or unable to do so on time or properly, due to a cause not attributable to it, those obligations will be suspended until VU Amsterdam is able to perform them in the agreed manner.

13.2. VU Amsterdam is therefore not obliged to perform any obligation if performance is reasonably impossible due to changes in circumstances existing at the time when the obligations were entered into that arise outside VU Amsterdam's control.

13.3. A failure by VU Amsterdam to perform an obligation is in any case not attributable and is not at its risk in the event of illness of employees, computer network failures, default and/or shortcomings by its suppliers, subcontractors and/or other engaged third parties, fire, strikes or lockouts, disturbances or riots, war, government measures, frost, and all other circumstances of such a nature that performance can no longer reasonably be required of VU Amsterdam.

13.4. For the purposes of these General Terms and Conditions, force majeure means circumstances not attributable to VU Amsterdam and which, under law, legal acts or generally accepted practice, are not for VU Amsterdam's account. In addition to this

statutory and case-law definition, force majeure also includes all external causes, foreseen or unforeseen, beyond VU Amsterdam's control, that prevent VU Amsterdam from performing its obligations.

13.5. If, at the time the force majeure event occurs, VU Amsterdam has already partially performed its obligations or is able to partially perform them, and the performed or yet-to-be-performed part has independent value, VU Amsterdam is entitled to invoice that part separately. The Participant is obliged to pay this invoice as if it were issued under a separate agreement.

Article 14. Personal data and confidentiality

14.1. Both parties will comply with the applicable privacy laws and regulations. In this regard, VU Amsterdam uses a specific privacy statement, available on the VU Amsterdam website.

14.2. Both parties are obliged to maintain confidentiality regarding all information obtained from each other in the context of the performance of the services, where they know or reasonably should know that said information is confidential.

Article 15. Applicable law and disputes

15.1. All agreements between VU Amsterdam and the Participant are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

15.2. In the event of a dispute, the parties will initially make every effort to resolve it amicably.

15.3. If the dispute cannot be resolved amicably and it concerns a complaint about services provided by VU Amsterdam, the Participant may use the internal complaints procedure. If no specific complaints procedure exists at the faculty where the course is taken, the general VU Amsterdam complaints procedure may be used. The operation of this complaints procedure is set out under 'complaints procedure'.

15.4. If a dispute cannot be resolved amicably and the Participant does not wish to use the internal complaints procedure, or if the internal complaints procedure does not resolve the dispute, the matter will be

submitted to the competent court in Amsterdam.

Section II – Uniform Provisions (Professional Recipients)

General Terms and Conditions of Academic Education for Companies and Organisations 2026

Article 1. Definitions

In these General Terms and Conditions, the following terms have the meanings set out below:

- 1.1. **Education Provider:** The VU Foundation (*Stichting VU*) (hereinafter: VU Amsterdam), which provides academic and other programmes to companies and organisations.
- 1.2. **Client:** Any legal entity that registers for academic education for itself or a member/members of staff.
- 1.3. **Participant:** Any natural person who participates in the educational programme on behalf of the Client.
- 1.4. **Agreement:** The Agreement between the Education Provider and the Client regarding participation in an academic education programme, course, training or degree programme.

Article 2. Applicability

- 2.1. These General Terms and Conditions apply to all offers, quotations, agreements, and deliveries of academic and degree programmes between VU Amsterdam and the Client. These General Terms and Conditions apply to all services provided by VU Amsterdam, including but not limited to educational services.
- 2.2. VU Amsterdam explicitly rejects the applicability of any general terms and conditions other than these VU General Terms and Conditions.
- 2.3. Once these General Terms and Conditions form part of any Agreement between VU Amsterdam and a Client, they will also form part of any subsequent agreements between VU Amsterdam and the Client even if no reference is made to them during the conclusion of such subsequent agreements and/or they are not provided to the Client.
- 2.4. Changes or exceptions to these General Terms and Conditions are valid solely if confirmed in writing.
- 2.5. If one or more provisions of these General Terms and Conditions are invalid or annulled, the remaining provisions will continue to

apply in full. VU Amsterdam and the Client will then replace any invalid or annulled provisions with ones that best reflect the original intent.

2.6. If these General Terms and Conditions are translated into a language other than Dutch, the Dutch version will govern in the event of inconsistencies or problems of interpretation.

2.7. These General Terms and Conditions are also [available online](#).

Article 3. Application and Conclusion of the Agreement

3.1. All offers made by VU Amsterdam are without obligation and remain valid for 30 calendar days.

3.2. The Client submits an application using the application procedure specified on the VU Amsterdam website.

3.3. An Agreement is concluded upon written confirmation of the application by VU Amsterdam and receipt of the requisite payment (or payments). Any additional arrangements, amendments, and/or commitments made after that will only be binding on VU Amsterdam if confirmed in writing to the Client. If VU Amsterdam does not explicitly confirm the application, the invoice will serve as confirmation of it.

3.4. In the event of any inconsistency between documents applicable to the relationship between VU Amsterdam and the Client, the following order of precedence will apply unless otherwise specified:

- 1) the Agreement;
- 2) these General Terms and Conditions;
- 3) the quotation;
- 4) any other documents applicable to the relationship between VU Amsterdam and the Client.

3.5. VU Amsterdam reserves the right to refuse participants who do not meet the applicable admission requirements.

Article 4. Payment

4.1. The costs of participating in an academic programme are communicated to the Client prior to registration. The Agreement specifies the amount owed by the Client for the services provided by VU Amsterdam. The Client acknowledges having taken note of the amount owed and agrees to its payment.

4.2. Travel and accommodation expenses, as well as the costs of required study and other materials, are not included in the amount referred to in paragraph 1, unless stated otherwise.

4.3. VU Amsterdam is entitled to raise the participation fees annually if cost-determining factors increase during a calendar year.

4.4. The Client must pay the amounts owed in accordance with the payment terms stated on the invoice. In the absence of specific terms, the Client must make payment within 30 days of the invoice date.

4.5. Complaints regarding invoices must also be submitted in writing within 14 calendar days of the date on which the invoice was sent. Objections to the amount owed and/or the performance of the services do not entitle the Client to suspend payment obligations.

4.6. If payment has not been made within the specified term, the Client will be in default without further demand or notice of default being required. VU Amsterdam will then be entitled to charge statutory interest on the invoiced amount from the due date until full payment, without prejudice to any other rights of VU Amsterdam.

4.7. During any period in which the Client is in default of payment, VU Amsterdam is entitled to suspend its obligations under the Agreement with immediate effect.

4.8. All costs arising from judicial or extrajudicial collection of the claim will be borne by the Client, including costs exceeding the statutory extrajudicial collection fee.

Article 5. Description of the educational and other services

5.1. The Agreement specifies which educational and/or other services VU Amsterdam will provide to the Client.

5.2. VU Amsterdam's service provision to the Client under the Agreement may include (non-exhaustive list):

- a. VU Amsterdam providing an existing course, commissioned by the Client, to the Client's employees or other third parties designated by the Client;
- b. VU Amsterdam developing a course, commissioned by the Client, and subsequently

providing it to the Client's employees or other third parties designated by the Client;
 c. VU Amsterdam developing a course, commissioned by the Client, after which the Client or a third party provides it to the Client's employees or other third parties;
 d. VU Amsterdam developing a course in collaboration with the Client;
 e. VU Amsterdam having students or other Participants at VU Amsterdam perform a consultancy or other assignment commissioned by the Client.

Article 6. Performance of the educational and other services

6.1. VU Amsterdam endeavours to perform the educational and other services to the best of its knowledge and ability. Academic education entails an obligation of effort, not of result.
 6.2. VU Amsterdam determines how the services agreed between the Client and VU Amsterdam are to be carried out. VU Amsterdam will make reasonable efforts to provide the Client with relevant information in this regard and the Client is deemed to read and/or have read it.
 6.3. VU Amsterdam reserves the right to make changes to the services agreed – such as changes to dates, venues or content – if needed to safeguard the quality of the education.
 6.4. If any change has significant consequences for the Participant or the Client, the Client will have the right to cancel the Agreement and to be reimbursed for the amount already paid.

Article 7. Obligations of the Client

7.1. The Client warrants the accuracy, completeness, and reliability of all information and documents provided, whether directly or through a representative, where VU Amsterdam has identified such information as necessary or where the Client should reasonably recognise its necessity for the performance of the Agreement. If the requisite information is not provided, or not provided in time, VU Amsterdam is entitled to suspend performance of the Agreement

and/or charge the Client for any additional costs resulting from the delay.

7.2. If the Agreement concerns services in which VU Amsterdam is to provide a course to the Client's employees or other third parties designated by the Client, the Client warrants that those individuals who take part in the course:

- are sufficiently qualified;
- will conduct themselves in accordance with VU Amsterdam's applicable house rules and will refrain from any conduct and/or activities that disrupt the education, for example plagiarism and fraud;
- will make reasonable efforts to successfully complete the course and to participate in all components of the education;
- have read the information provided by VU Amsterdam regarding the course, the rules applicable to individual Participants and VU Amsterdam, the Agreement and these General Terms and Conditions.

7.3. The Participant must present an identity document at the first request of VU Amsterdam and/or the lecturer/instructor/trainer.

Article 8. Intellectual property and the use of materials

8.1. VU Amsterdam retains all intellectual property rights relating to products used in the performance of the Agreement.

8.2. The Participant is expressly prohibited from sharing, reproducing, publishing, or exploiting such products – including but not limited to educational materials – whether directly or through third parties.

Article 9. Complaints - procedure

9.1. If the Participant has a complaint regarding the content or performance of the educational and/or other services, this will first be discussed with the relevant instructor in order to seek a solution (where possible, without court intervention). 9.2. If the Client or Participant has a complaint regarding the educational and/or other services, it must be submitted in writing and with reasons within 14 calendar days after the complaint has

arisen, but no later than 30 days after the Agreement ends.

9.3. VU Amsterdam will handle the complaint with due care and respond in writing within 30 days of receiving the complaint.

Article 10. Duration and end of the Agreement

10.1. The Agreement specifies the duration of the agreement.

10.2. The agreement ends:

- when the Participant has completed the course (whether successfully or not) and the Client and has fulfilled all outstanding payment and other obligations to VU Amsterdam;
- by mutual consent;
- if VU Amsterdam is unable to perform its obligations, or unable to do so on time or properly, due to a cause not attributable to it;
- if VU Amsterdam or the Client has terminated it.

10.3. Unless the Agreement concerned determines otherwise, the Client may terminate it against payment of the cancellation costs, to which the following schedule applies:

- between six and three weeks prior to the first day of instruction: 50% of the amount due;
- in the period starting three weeks prior to the first day of instruction: 75% of the amount due;
- on the first day of instruction and after the start of the course: 100% of the amount due.

10.4. Termination of the Agreement must be made in writing.

10.5. VU Amsterdam or the Client is in any event entitled to dissolve the Agreement with immediate effect in writing (extrajudicially), without any notice period, in the following cases:

- if the other party applies for suspension of payments or is in a state of suspension of payments;
- if the other party is declared bankrupt or bankruptcy proceedings have been initiated;
- if the Client is (persistently or otherwise) in default in the performance of any obligation towards VU Amsterdam;

all without prejudice to the right of the terminating party to claim compensation and without prejudice to the other provisions of this Agreement.

10.6. Payment obligations that arose before the time of termination and/or that relate to services already provided must be fulfilled without any reduction.

Article 11. Amendment of the Agreement

11.1. If any amendment or supplement to the Agreement has financial and/or qualitative consequences, VU Amsterdam will inform the Client of this as soon as possible by means of an addendum. This addendum will be signed by both parties.

11.2. VU Amsterdam may not charge additional costs if the amendment or supplement is the result of circumstances attributable to it.

Article 12. Liability

12.1. The Client is liable for, and will indemnify VU Amsterdam against, any and all losses suffered by VU Amsterdam arising from or related to an attributable failure by the Client to fulfil any obligation under the Agreement or from any unlawful act by the Client against third parties.

12.2. VU Amsterdam can only be held liable for shortcomings in the performance of the Agreement insofar as they result from VU Amsterdam's failure to exercise the care, expertise and professionalism that it is required to observe. Liability for losses caused by such shortcomings is limited to the amount that VU Amsterdam has received for its work under the relevant order. For work that extends beyond one year, this liability is further limited to the financial interest calculated over the last year. VU Amsterdam is not liable for any business, indirect or consequential losses incurred by the Client.

12.3. Any claim by the Participant against VU Amsterdam arising from or related to the Agreement will lapse solely by the passage of six months after the claim has arisen.

12.4. The Client indemnifies VU Amsterdam, its staff and any third parties engaged by VU

Amsterdam to perform its obligations under this Agreement against any and all claims by third parties for compensation of any losses suffered by those third parties, caused by or otherwise related to services provided by VU Amsterdam under these General Terms and Conditions unless VU Amsterdam, had such losses been suffered by the Client, would not be entitled to rely on the limitation of liability under this article.

12.5. If VU Amsterdam provides a course to the Client's employees or other third parties designated by the Client, the Client is responsible for ensuring that each individual Participant has adequate professional or other liability insurance.

Article 13. Force majeure

13.1. If VU Amsterdam is unable to perform its obligations under the Agreement, or unable to do so on time or properly, due to a cause not attributable to it, those obligations will be suspended until VU Amsterdam is able to perform them in the agreed manner.

13.2. VU Amsterdam is therefore not obliged to perform any obligation if performance is reasonably impossible due to changes in circumstances existing at the time when the obligations were entered into that arise outside VU Amsterdam's control.

13.3. If this period extends beyond six months, either party is entitled to terminate the Agreement with immediate effect without any obligation to compensate the other party.

13.4. A failure by VU Amsterdam to perform an obligation is in any case not attributable and is not at its risk in the event of illness of employees, computer network failures, default and/or shortcomings by its suppliers, subcontractors and/or other engaged third parties, fire, strikes or lockouts, disturbances or riots, war, government measures, frost, and all other circumstances of such a nature that performance can no longer reasonably be required of VU Amsterdam.

13.5. For the purposes of these General Terms and Conditions, force majeure means circumstances not attributable to VU Amsterdam and which, under law, legal acts or generally accepted practice, are not for VU Amsterdam's account. In addition to this

statutory and case-law definition, force majeure also includes all external causes, foreseen or unforeseen, beyond VU Amsterdam's control, that prevent VU Amsterdam from performing its obligations.

13.6. If, at the time the force majeure event occurs, VU Amsterdam has already partially performed its obligations or is able to partially perform them, and the performed or yet-to-be-performed part has independent value, VU Amsterdam is entitled to invoice that part separately. The Client is obliged to pay this invoice as if it were issued under a separate agreement.

Article 14. Personal data and confidentiality

14.1. VU Amsterdam protects the personal data of Participants

- a. in accordance with the provisions of the General Data Protection Regulation (GDPR) and;
- b. with reference to VU Amsterdam's policy regarding the processing of personal data; and
- c. with due regard for the scope of the consent given by the Participant.

14.2. Both parties are obliged to maintain confidentiality regarding all information obtained from each other in the context of the performance of the services, where they know or reasonably should know that the information is confidential. A breach of this provision resulting from a statutory obligation or a court order will not give rise to any claim for compensation or termination by the other party.

14.3. The party receiving confidential information will use such information only for the purpose for which it was provided.

Article 15. Suspension and removal

15.1. If, in VU Amsterdam's reasonable opinion, the Participant engages in unacceptable behaviour, they will receive a written conduct warning from VU Amsterdam.

15.2. If the Participant does not comply with the conduct warning referred to in paragraph 1, VU Amsterdam has the right to suspend the Participant with immediate effect, with or without prior oral notice. The suspension decision will be confirmed to the Participant in

writing, setting out the reasons for the suspension and the dates on which it commences and ends.

15.3. After the suspension period has ended, arrangements will be made with the Participant and recorded in a conduct warning.

15.4. The Participant may lodge a written objection to the suspension within a period to be determined. If VU Amsterdam and the Participant do not succeed in reaching an amicable solution following this objection, the Participant may use the complaints procedure referred to in Article 9. Pending the assessment of the objection, the suspension will remain in effect until a decision has been made on the Participant's objection.

15.5. During the suspension period, the Participant is prohibited from attending the course (or parts of it) and/or being present in VU Amsterdam's buildings or on its premises.

15.6. If the Participant does not immediately and/or unconditionally comply with the conduct warning referred to in Article 11.1 or Article 11.3 of these General Terms and Conditions, or if the Participant commits fraud, VU Amsterdam may decide to permanently remove the Participant from the course with immediate effect and deny participation for an indefinite period.

15.7. The Participant may in any case be permanently removed from the course with immediate effect if VU Amsterdam determines that:

- the Participant has repeatedly violated the rules of conduct referred to in Article 7 of these General Terms and Conditions and has already been warned in writing several times and informed of the possible consequences of their actions or omissions;
- the Participant engages in serious misconduct.

15.8. The intention to permanently remove the Participant from the course will be communicated to the Participant in writing, stating the reasons for the intended removal.

15.9. The Participant may lodge a written objection to the intention referred to in the previous paragraph within the period specified in that written notice. If VU Amsterdam and the Participant do not

succeed in reaching an amicable solution, the Participant may use the complaints procedure referred to in Article 16.3. Pending the assessment of the objection, the Participant may be suspended as referred to in this Article 15, with the written notice referred to in Article 15.8 of these General Terms and Conditions serving as the suspension letter.

15.10. VU Amsterdam is not liable for any losses suffered by the Participant as a result of a suspension or removal. In the event of suspension or removal, the Participant is not entitled to a refund of any part of the amount paid for participation in the course. If the Participant has not yet paid the full amount owed at the time of suspension or removal, they remain required to pay the outstanding amounts to VU Amsterdam.

Article 16. Applicable law and disputes

16.1. All agreements between VU Amsterdam and the Client are governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.

16.2. In the event of a dispute, the parties will initially make every effort to resolve it amicably.

16.3. If a dispute cannot be resolved amicably and the Client does not wish to use the internal complaints procedure, or if the internal complaints procedure does not resolve the dispute, the matter will be submitted to the competent court in Amsterdam.