

General Terms and Conditions

GENERAL TERMS AND CONDITIONS APPLYING TO THE RELATIONSHIP BETWEEN ROTTERDAM SCHOOL OF MANAGEMENT, EXECUTIVE EDUCATION AND ORGANIZATIONAL DEVELOPMENT, OPEN PROGRAMMES AND PARTICIPANTS AND/OR COMMISSIONING PARTIES

Article 1 Definitions

- a) 'RSM': Rotterdam School of Management bv, Executive Education and Organizational Development, Open Programs,
- b) 'Study Programme': a course, training programme, coaching programme and/or other form of education.
- d) 'Participant': any individual participating in a Study Programme.
- e) 'Registration': Participant's registration for a Study Programme whereby an agreement is entered into between RSM and Participant.
- f) 'Course Material': all material provided by RSM to Participant within the context of a Study Programme.
- g) 'Written': (also) by fax, e-mail, internet or other digital mRSMns of communication.

Article 2 Applicability

- a) These general terms and conditions apply to all agreements between RSM and Participant and are an integral part thereof.
- b) Participant accepts these general terms and conditions on Registration. The general terms and conditions can be found on the website of the RSM and are filed with the Chamber of Commerce at Rotterdam under 41129558. Exclusion of (parts of) these general terms and conditions, amendments and/or supplements thereto, may only be made after obtaining the written consent of RSM.

Article 3 Registration

- a) Registration for a Study Programme takes place using the registration form for that Study Programme. The completed and signed registration form must be sent to RSM by post, fax, e-mail or some other form of electronic communication.
- b) By signing the registration form Participant and/or a third party obliged to pay for Participant, undertake/undertakes to pay the course fees.
- c) Registration takes place for the entire consecutive study period. No money shall be refunded in the event of premature cancellation.
- d) Participant is registered for a Study Programme after the Registration has been confirmed by RSM in writing.

Article 4 Participants

- a) RSM can lay down entry requirements for Participants for Study Programmes, for instance in relation to previous education and work experience. RSM can also stipulate a registration term and/or limit the number of Participants in a Study Programme.
- b) If Participant in any way hinders the usual course of a Study Programme, RSM can exclude him or her from further participation. In that event the payment obligations with respect to Participant's participation shall remain in force.

Article 5 Compliance

- a) When organising a Study Programme RSM is entitled to deviate from the Announcement if RSM cannot be reasonably required to execute the Study Programme in full as announced.
- b) Any amendments made by RSM shall resemble the original announcement of the Study Programme as closely as possible.
- c) Amendments to a Study Programme may be followed by changes in, for example, price and course material. Participant shall be notified of this in writing.

Article 6 Payment

- a) The course fees shall be paid in one installment. If the course fees payable are invoiced Participant, or the third party obliged to pay, shall pay the amount invoiced within thirty days of the invoice date.
- b) RSM reserves the right at all times to require security for payment.

c) In the event that RSM incurs costs to collect payment of an invoice these costs shall be fully payable by Participant or the third party referred to in article 6a.

Article 7 Cancellation

a) In the event circumstances so require or the number of applicants for a Study Programme is insufficient, RSM can cancel the Study Programme. It shall inform participants about this as soon as possible but no later than two weeks before the Study Programme is due to commence. In event of cancellation course fees already paid shall be refunded promptly and in full.

b) The right to participate in a Study Programme arises from a distance contract for the provision of certain services (article 7:46i Netherlands Civil Code). Participant may cancel his participation free of charge within a term of seven working days after receipt of the written confirmation of the Registration unless the commencement date of the Study Programme falls within this term and/or, with a view to the commencement date of the Study Programme, within this term Participant has requested RSM to send course material.

c) Except in the case of cancellation (free of charge) as referred to in 7a and 7b, the following administration/cancellation fees are payable by Participant:

- 20% of the course fee up to a maximum sum of € 250 in the event of cancellation up to 14 days prior to commencement of the Study Programme;
- Thereafter up to the commencement of the Study Programme 100 % of the course fee.

The number of calendar days is calculated from the date upon which RSM received the cancellation.

d) If Participant has already paid the sum owing to RSM, RSM shall repay the sum owing to Participant, with due observance of articles 7b and 7c, to a bank or giro account indicated by Participant.

e) In the absence of Participant a substitute may be appointed, subject to prior notification in writing sent to RSM. Where there are entry requirements for participation in the Study Programme the replacement must be approved separately by RSM.

f) In the event of absence Participant can also opt to postpone his registration once until the next Study Programme period. RSM does not guarantee that the Study Programme will actually take place or will be offered unchanged.

Article 8 Copyright and intellectual property right

a) The copyrights and/or other intellectual property rights associated with a Study Programme arranged by RSM and/or the Course Material is/remains the property of RSM and/or teacher(s) of the relevant Study Programme.

b) Without prior written permission Participant may not use the Course Material except for personal use, or reproduce the Course Material in any way and/or sell and/or make it available to third parties.

Article 9 Name and address details

By completing the registration form you consent to Rotterdam School of Management, Executive Education and Organizational Development, storing and processing the personal data you have provided. We will use this information to keep you updated about the products and services requested for administration and sales analysis. We do not pass your details to third parties to use. You may opt out at any time by emailing Openprogrammes@rsm.nl

Article 10 Liability

a) RSM exercises great care when composing the Course Material it provides. However, RSM does not guarantee the completeness and the correctness of this Course Material. Liability for damage arising from any decision or action based on the Course Material and/or information otherwise provided within the context of the Study Programme is excluded.

b) Liability on the part of RSM in respect of any damage incurred by Participant due to the cancellation of (parts of) a Study Programme is also excluded.

c) If Participant incurs damage in respect of which RSM is liable, that liability shall at all times be limited to a maximum amount that is equal to the fee payable by Participant on the basis of the agreement with RSM.

Article 11 Termination

RSM can terminate the agreement with Participant in the event that Participant fails to fulfill an obligation arising from the agreement, or fails to do so on time and after receiving a warning from RSM continues in this failure to comply.

Article 12

If RSM cannot invoke (part of) a provision in these general terms and conditions, they shall otherwise remain applicable.

Article 13 Applicable law, disputes

- a) All agreements with RSM are governed exclusively by the law of the Netherlands.
- b) All disputes in connection with the agreement concluded between Participant and RSM shall fall within the jurisdiction of the competent court at Rotterdam.

General Terms and Conditions of the Rotterdam School of Management bv, Executive Education & Organizational Development Open Programs, applying to registrations starting 1 February 2011

Rotterdam School of Management BV, Erasmus University Rotterdam
Executive Education & Organizational Development
Open Programmes
Burgemeester Oudlaan 50
3062 PA Rotterdam
Tel: 010 - 4088737