



Centrum voor Postacademisch Juridisch Onderwijs

GENERAL TERMS
**CPO | Centrum voor Postacademisch Juridisch
Onderwijs/Centre for Professional Legal Education
Subdepartment of Radboud University**

SECTION I - GENERAL

The provisions laid down in this section I apply if CPO has entered into an Agreement with the Contract Party.

1. Definitions

- Agreement: the agreement with respect to all activities in relation to developing, offering and organising an advanced programme / training course / congress / symposium in the widest sense of the word or the agreement to attend the advanced programme / training course / congress / symposium in the widest sense of the word.
- Contract Party: the party that has entered into an Agreement with CPO.
- Course Participant: the natural or legal person who has entered into an Agreement with CPO to attend an advanced programme / training course / congress / symposium.
- Client: the natural or legal person who has entered into an Agreement with CPO to have an advanced programme / training course / congress / symposium organised by CPO.
- Parties: CPO and Contract Party together.

2. General

1. These General Terms apply to each offer and each Agreement between Parties to which CPO has declared these General Terms applicable.
2. Any additions to and/or provisions varying from these General Terms are only valid if agreed on in writing.
3. Any general purchase or any other terms that may be used by the Contract Party only apply if Parties have agreed on this in writing.
4. In the event one or more provisions in these General Terms are void or have been voided, the other provisions in these General Terms will continue to apply in full. Parties will then consult each other in order to agree on new provisions to replace the provisions that are void or have been voided; Parties will see to it that the purpose and scope of the original provision(s) are taken into consideration as much as possible.
5. In the event of conflict between one or more provisions in these General Terms and one or more provisions in the Agreement, the provision(s) in the Agreement will prevail.

3. Offers

1. Any offers and quotations made by CPO remain valid for a period of 30 days, unless the offer or quotation explicitly states otherwise.

4. Prices of Courses / Fees

1. All prices are exclusive of VAT and other levies imposed by the authorities, as well as exclusive of possible costs incurred in the context of the Agreement, including, amongst others, dispatch and administration costs, unless stated otherwise.

5. Payment

1. Invoices must be paid within 14 days following the invoice date by payment into a bank account as designated by CPO. Any objection raised to the amount invoiced does not suspend the payment obligation.
2. The Contract Party is in default – without a default notice being required – by the mere lapse of a payment term, regardless whether exceeding the payment term can be attributed to the Contract Party or not. Without prejudice to any other of its rights and remedies, CPO is then entitled to charge interest at 1% per month on the sum due, to be calculated as from the relevant due date.
3. Any payments received apply first to settle the oldest outstanding amounts, including any interest and costs.

6. Performance of the Agreement

1. CPO undertakes to perform the Agreement to the best of its knowledge and to the best of its abilities.
2. CPO has a best-efforts obligation with respect to the quality of the advanced programme / training course / congress / symposium and will monitor the quality.
3. The Contract Party shall ensure that any data of which CPO indicates that these are required, or of which the Contract Party should reasonably understand that these are required for the performance of the Agreement will be made available to CPO in time. If the data required for the performance of the Agreement are not made available to CPO in time, CPO will be entitled to suspend the performance of the Agreement and/or charge the Contract Party for any extra costs arising from the delay at the then current CPO rates.
4. CPO is not liable for damage, of whatever nature, as a result of CPO's acting upon incorrect and/or incomplete data provided by the Contract Party, unless CPO should have been aware of the incorrectness or incompleteness of the data concerned.

7. Force Majeure

1. In the event of circumstances beyond CPO's control, i.e. a failure to perform which cannot be imputed to CPO because the failure can neither be attributed to CPO's fault nor can it be attributed to CPO pursuant to the law, a legal act or according to generally accepted standards, CPO shall promptly inform the Contract Party about this, thereby both stating the cause, the nature, the expected duration of the force majeure situation and indicating which obligations in the Agreement cannot be met as a result of the force majeure situation.
2. Circumstances which are considered to be circumstances beyond CPO's control are, amongst others but not limited to: war, terrorism, government measures, traffic congestions, strikes, calamities and natural disasters, accidents, delayed deliveries by suppliers and/or failures of suppliers to deliver.
3. In the event of a force majeure situation, CPO is entitled
 - a. to suspend performance of the obligations referred to in paragraph 1 of the present article for the duration of the force majeure situation, or
 - b. to terminate the Agreement, either in full or in part, without being obliged to compensate any damages.

8. Termination for breach

1. CPO is entitled to terminate the Agreement for breach (*ontbinden*), either in full or in part, with immediate effect and without judicial intervention, by post or by email, without being obliged to compensate any damages and without prejudice to CPO's right to claim specific performance in lieu of termination and without prejudice to CPO's right to claim damages, in the event:
 - a. the Contract Party fails to meet any of its obligations under the Agreement and fails to remedy this default within 14 days following the dispatch date of the notice of default;
 - b. CPO becomes aware, after the Agreement has been entered into, of circumstances that provide good reason for CPO to assume that the Contract Party cannot meet its obligations under the Agreement;
 - c. the Contract Party files for suspension of payment or is granted suspension of payment;
 - d. a request has been filed for the Contract Party's liquidation or the Contract Party has been declared insolvent;
 - e. a substantial part of the Contract Party's assets has been attached.
2. In the event CPO terminates the Agreement by virtue of this article, any outstanding claim of CPO becomes immediately due and payable by the Contract Party.
3. In the event the Contract Party fails to perform or to perform in time, the Contract Party is always obliged to compensate – within reason – any legal and other costs incurred by CPO to remedy the Contract Party's failure to perform or perform in time.

9. Intellectual Property Rights

1. CPO reserves all rights and entitlements that CPO has pursuant to the Copyright Act (*Auteurswet*) and/or other statutory provisions with respect to intellectual property rights.
2. The Contract Party is entitled to use the goods or services (such as course materials, advice provided, etc.) delivered or made available by CPO to the Contract Party and/or documentation or data carriers made available by CPO by reason of activities and/or services to be performed, all of this in the widest sense of the words, for the Contract Party's own use, provided the Contract Party has fulfilled its financial obligations. The goods, documentation and/or data carriers provided by CPO may not be multiplied, made public or provided to third parties or made available for third parties' use by the Contract Party without CPO's prior permission in writing.
3. The Contract Party is not permitted to change or to remove any indication with respect to the rights referred to in paragraph 1 of the present article nor is it permitted to change or to remove any indication of trademarks or trade names of CPO or third parties, be it in or on the goods or products delivered or made available by CPO to the Contract Party and/or in or on documentation or data carriers made available by CPO to the Contract Party by reason of activities and/or services to be performed, all of this in the widest sense of the words, nor is the Contract Party permitted to have these changed or removed.
4. CPO is entitled to use any knowledge it acquires in the performance of the Agreement for other purposes, provided no confidential information is communicated to third parties.
5. In the event the Contract Party breaches any of the provisions in this article, an immediately payable penalty amounting to € 5,000 will be due to CPO for each breach, without prejudice to CPO's right to full compensation for the damage suffered.
6. The provisions in this article will survive the termination of the Agreement.

10. Confidentiality

1. The Contract Party undertakes, both during the term of this Agreement and following its end, i) to observe secrecy with respect to the confidential information that the Contract Party has become aware of, ii) not to make this confidential information known to third parties in any way and/or to allow third parties to use this information and iii) to use this information exclusively for the purpose for which it was made available to the Contract Party.
2. Confidential information is understood to mean:
 - a. all written and oral information or information made available in any other way, either directly or indirectly, that has been labelled as confidential and/or information of which the Contract Party knows or should know that it is of a confidential nature;
 - b. all product, marketing, client and/or company data that have been labelled as confidential and/or data of which the Contract Party knows or should know that they are of a confidential nature.
3. The obligations described in this article do not apply for information:
 - a. which was already generally known at the moment it was provided;
 - b. which, after it was provided, is published or made public in any other way, unless such publication is unlawful with respect to this Agreement or any other agreement;
 - c. which the Contract Party already lawfully possessed at the moment it was provided;
 - d. which, after it was provided, was obtained from a third party who lawfully obtained this information without having breached any obligation towards CPO.
4. In the event the Contract Party breaches any of the provisions in this article, an immediately payable penalty amounting to € 5,000 is due to CPO for each breach, without prejudice to CPO's right to full compensation of the damages suffered.

11. Liability

1. CPO exclusively accepts liability for any damage suffered by the Contract Party that is caused by an imputable failure to meet any of its obligations under the Agreement, if and in so far as this liability is covered by CPO's insurer and to the amount paid out by the insurer.
2. In the event the insurer should not pay, or if the damage is not covered by the insurance, CPO's liability is limited to the invoice amount of the order in question, more specifically, the execution of that part of the Agreement for which CPO is held liable.
3. Liability as referred to in this article is limited to direct damage.
4. Direct damage is exclusively understood to mean:
 - a. reasonable costs incurred to determine the cause and the scope of the damage and loss, in so far as determining this is related to any damage and loss within the meaning of these General Terms;
 - b. any reasonable costs incurred to make CPO's defective performance meet the provisions laid down in the Agreement, unless the defective performance cannot be attributed to CPO;
 - c. reasonable costs incurred to prevent the damage or limit the loss in so far as the Contract Party demonstrates that these costs have resulted in limiting the direct damage within the meaning of these General Terms.
5. Under no circumstances is CPO liable for indirect damage, including consequential damage, lost profits, lost savings and loss as a result of business interruptions.
6. The limitation of liability for direct damage laid down in these General Terms does not apply if the damage is caused by CPO's intent or gross negligence or by the intent or gross negligence of a person under CPO's control.

12. Privacy

1. CPO enters all data that the Contract Party makes available to CPO for the performance of the Agreement into its administration.
2. Personal data are processed with due care and are protected in accordance with the requirements laid down in the law, more specifically in the General Data Protection Regulation.
3. CPO's Privacy Policy has been made public on CPO's website.

13. Applicable law

1. These General Terms and the Agreement are governed by the laws of the Netherlands.

14. Competent court

1. Any dispute arising from or in connection with these General Terms or the Agreement must be submitted to the competent judge of the District Court of Gelderland.

SECTION II – ORGANISATION OF AN ADVANCED PROGRAMME/TRAINING COURSE/CONGRESS/SYMPOSIUM

The provisions laid down in this section II apply, apart from the general provisions (Section I) of these General Terms, if CPO has entered into an Agreement with the Contract Party to organise an advanced programme / training course / congress / symposium.

15. Formation of the Agreement

1. The Agreement is concluded as soon as the Client has accepted the offer or quotation made by CPO in full and in writing.

16. Execution of the contracted activities

1. As soon as possible after the Agreement has been concluded, CPO will with organising the advanced programme / training course / congress / symposium, unless agreed on otherwise.
2. If CPO considers this to be necessary, useful or required for the proper performance of the contracted activities, CPO will be entitled to transfer execution of the Agreement, in whole or in part, to a third party.
3. The term set by CPO for execution of the Agreement ('completion time') is not considered as a strict deadline, unless otherwise agreed on in writing. If Parties have set a completion time and this term is exceeded, the Client will not be entitled to claim damages; the Client is obliged to send CPO a notice of default, setting a reasonable period of time for CPO to execute the Agreement as yet.

17. Changes in the contracted activities

1. Any changes, of whatever nature, in the originally contracted activities must be agreed on by Parties in writing.
2. The originally agreed on term for the execution of the Agreement ('completion time') will cease to apply following the change. Parties shall agree on a new term in writing.
3. If the performance of the contracted activities fails to produce the result intended by the Client, CPO will inform the Client of this and enter into consultations with the Client about a follow-up. In that event, CPO can still claim payment of the fee agreed on, unless Parties decide otherwise in writing.

18. Fees

1. Parties agree in writing on the fee to be paid.
2. In the event Parties have entered into an Agreement with a duration of more than one year or an Agreement for an indefinite period of time, CPO is entitled to raise the fee, each calendar year, to a maximum of the index for the Collective Bargaining wages, contractual wage costs and employment duration, SBI 2008 sector P Education in the government sector (*Caio-lonen, contractuele loonkosten en arbeidsduur, SBI 2008 sector P Onderwijs uit sector overheid*), all of this in conformity with the methodology applied by the Netherlands Central Bureau for Statistics (*Centraal Bureau voor de Statistiek, CBS*). CPO shall inform the Client, in writing, about this rise at the latest three months before the beginning of a new budget year.
3. If the rise exceeds the maximum referred to in paragraph 2 of the present article and the Client does not agree to this rise, Parties will start negotiations about the fee in order to decide on a new fee.
4. If Parties cannot reach agreement about the new fee as referred to in paragraph 3 of the present article, each of the Parties is entitled to terminate the Agreement, as from the end of the current budget year, by giving written notice of termination to the other Party, on the understanding that any contracted activities that have not been performed will as yet be completed.
5. In the event the Agreement has a duration of more than three months, CPO is entitled to invoice at regular intervals.

SECTION III – PARTICIPATING IN AN ADVANCED PROGRAMME/TRAINING COURSE/CONGRESS/SYMPOSIUM

The provisions laid down in this section III apply, apart from the general provisions (Section I) of these General Terms, if CPO has entered into an Agreement with the Course Participant to attend an advanced programme / training course / congress / symposium.

19. Formation of the Agreement

1. The Agreement is concluded as soon as the Course Participant has registered in accordance with the provisions of article 20.

20. Registration and admission

1. Registration for an advanced programme / training course / congress / symposium is to take place by providing CPO with a fully and correctly completed registration form.
2. CPO may set admission requirements for the Course Participant. These admission requirements may concern, amongst other things, the Course Participant's previous education and/or experience and his or her level of specialization. In order to determine whether the Course Participant meets the admission requirements, CPO may, among other things, make enquiries about references, hold pre-tests or make preparatory courses obligatory. The Course Participant is deemed to have met the admission requirements if the Course Participant is informed by CPO, in writing, that he or she has been admitted to the advanced programme / training course / congress / symposium.
3. CPO is entitled to refuse admission, without stating reasons, to the person who has registered for an advanced programme / training course / congress / symposium, in which case this person is entitled to a refund of the full fee paid to CPO. CPO confirms this person's not being admitted to an advanced programme / training course / congress / symposium in writing.

21. Payment

1. In the event the Course Participant is in default as referred to in article 5 paragraph 2, CPO is entitled, amongst other things, to stop providing (course) materials and possible homework assignments, to no longer register the Course Participant's presence and/or any of the Course Participant's homework assignments, to exclude the Course Participant from participation in any of the examinations and to refuse to send proof of participation or a certificate or not award training points.

22. Cancellation by the Course Participant

1. Cancellation by the Course Participant of the advanced programme / training course / congress / symposium must take place in writing.
2. a. If the Course Participant cancels participation in a course of a maximum of 19 hours:
 - i. course participation may be cancelled without costs until 3 weeks before it starts;
 - ii. 50% of the course fee is due when course participation is cancelled between 3 weeks and 2 weeks before it starts;
 - iii. the full course fee is due when course participation is cancelled within 2 weeks before it starts.b. If the Course Participant cancels participation in a course / advanced programme above a minimum of 19 hours
 - i. course / advanced programme participation may be cancelled without costs until 6 weeks before the course / advanced programme starts;
 - ii. 50% of the course fee is due when course / advanced programme participation is cancelled between 6 weeks and 3 weeks before the course / advanced programme starts;
 - iii. the full course fee is due when course / advanced programme participation is cancelled within 3 weeks before the course / advanced programme starts and when course / advanced programme participation is cancelled after the course / advanced programme has started.c. If the Course Participant cancels participation in a congress / symposium:
 - i. congress / symposium participation may be cancelled without costs until 2 weeks before the congress / symposium takes place;
 - ii. 50% of the course fee is due when congress / symposium participation is cancelled between 2 weeks and 1 week before the congress / symposium starts;
 - iii. the full course fee is due when congress / symposium participation is cancelled within 1 week before the congress / symposium starts and when congress / symposium participation is cancelled after the congress / symposium has started.
3. CPO may depart from the provisions in paragraph 2 of the present article. CPO will refer to any departing provisions in the information about the relevant advanced programme / training course / congress / symposium.
4. The Course Participant is allowed to have a replacement participate in the advanced programme / training course / congress / symposium, provided CPO has been informed of this in advance and in writing and provided that the Course Participant meets the relevant admission requirements. If a Course Participant's replacement participates in the advanced programme / training course / congress / symposium, the course fee will still be due and payable by the Course Participant.

23. Early termination

1. In the event the Course Participant wants to terminate the advanced programme / training course / congress / symposium before the end date, this must be done in writing.
2. In the event of early termination of the advanced programme / training course / congress / symposium, the full course fee will remain due and payable by the Course Participant.

24. Changing dates / cancellation by CPO

1. CPO is entitled to have the advanced programme / training course / congress / symposium take place on a different date without having to state reasons for this; in this event, the Course Participant is entitled to cancel without any costs. The Course Participant will be informed, in writing, of any such changes.
2. CPO is entitled to have the advanced programme / training course / congress / symposium cancelled without having to state reasons for this; in this event, the Course Participant is entitled to a full refund of the course fee paid to CPO. The Course Participant will be informed, in writing, of the cancellation.

25. Complaints

1. The Course Participant shall notify CPO, in writing and providing a detailed description of the complaint(s), of any complaints with respect to the performance of the Agreement within 8 days following the discovery of the alleged shortcoming but no later than 6 months following the last course day - not being an examination or interim examination day - of the relevant advanced programme / training course / congress / symposium. Upon expiry of the terms mentioned in this paragraph, all rights to file any complaints lapse.
2. The Course Participant's obligation to pay is not suspended during the period a complaint is dealt with.
3. No complaint can be filed if the alleged shortcoming is caused by the Course Participant's negligence or because the Course Participant has acted in breach of any instructions and directions explicitly issued by CPO or if the Course Participant has failed to meet his or her obligations towards CPO.
4. In the event the Course Participant files a complaint, with due consideration of the provisions in the previous paragraphs, and the Course Participant's complaint is considered justified by CPO, CPO will as yet perform the Agreement, unless this has become demonstrably pointless for the Course Participant. The Course Participant will notify CPO of this in writing.
5. If specific performance of the Agreement as referred to in the previous paragraph has become demonstrably pointless, the Course Participant is entitled to a price reduction.