



# General terms and conditions

## RadboudCSW

Version May 2025

Radboud Universiteit



## Article 1. Definitions

**Activity:** A Study Programme, Course or Training with open registration offered by RadboudCSW.

**Course:** A well-defined, systematically composed and coherent set of learning activities offered as such to those interested.

**Participant:** Person (student) registering for an activity.

**Study Programme:** A well-defined, systematically composed and coherent set of several thematically distinct courses with different learning activities.

**Agreement:** An agreement as defined in Article 2.1.

**RadboudCSW:** Radboud Centre Social Sciences.

**Training:** Learning, improving or changing skills.

## Article 2. Applicability

- 2.1 RadboudCSW declares these General Terms and Conditions applicable to every offer, quotation and the Agreement between the Parties, as well as all agreements related to or resulting from them.
- 2.2 RadboudCSW expressly rejects the applicability of any general terms and conditions of the Participant's employer.
- 2.3 Supplements to and/or deviations from these General Terms and Conditions will only be valid if agreed on in writing.
- 2.4 If one or more provisions of the Agreement are null and void or annulled, the remaining provisions of the Agreement will remain fully applicable. The Parties will, in that case, consult to agree on (a) new provision(s) to replace the void or annulled provision, taking into account the purpose and purport of the original provision as far as possible.
- 2.5 RadboudCSW expressly declares that these General Terms and Conditions do not apply to: Healthcare Psychologist, Psychotherapist, Clinical Psychologist, Orthopedagogue Generalist. For these study programmes, RadboudCSW is not a contracting party and other admission requirements and conditions may apply. For more information on these study programmes, visit: <https://www.ru.nl/en/radboud-centre-social-sciences>.

## Article 3. Registration

- 3.1 The Participant registers for an Activity by completing and sending a (digital) registration form to RadboudCSW.
- 3.2 When registering for an Activity, the Participant agrees to the applicability of these General Terms and Conditions.
- 3.3 If registration fees are due, they will not be refunded to the Participant if the Participant cancels the Activity.
- 3.4 The Agreement comes into effect the moment RadboudCSW has sent the Participant written or electronic confirmation of registration.
- 3.5 The Participant remains responsible for full and timely payment of an invoice at all times, even if an employer pays for the costs of an Activity.
- 3.6 If separate registration forms and/or procedures apply to an Activity, this is indicated on the relevant registration form.

## Article 4. Costs

- 4.1 The costs of the Activities are published at <https://www.ru.nl/en/radboud-centre-social-sciences>. All costs listed are exclusive of any (a) supervision costs, (b) literature, (c) learning therapy and (d) expenses such as travel expenses.
- 4.2 The prices stated in a quotation are exempt from VAT, unless expressly stated otherwise. RadboudCSW is entitled to change its prices at any time, subject to the fact that after confirmation of an Activity, the then current price will remain valid, unless the Activity is moved to another date. Quotations are subject to any printing and typesetting errors.
- 4.3 RadboudCSW is free to adjust prices for new Agreements as it sees fit. For Agreements already entered into, RadboudCSW will be entitled to apply an annual indexation to the outstanding portion of the amount due, provided such costs have not yet been paid in full. The amount of the indexation is based on the CBS Consumer Price Index (CPI), unless agreed otherwise. No indexation applies to Agreements for which the costs have already been paid in full.
- 4.4 In the event of compelling circumstances on the part of the Participant, the Participant may request RadboudCSW to reduce or waive the costs. No rights can be derived from a decision by RadboudCSW to honour this request by anyone other than the Participant.

## Article 5. Cancellation of the Activity by the Participant

- 5.1 After the conclusion of the Agreement, the Participant has the right to dissolve the Agreement without giving reasons within a period of 14 days from the day RadboudCSW confirmed the registration. If the Activity is carried out in full within this reflection period with the consent of the Participant, the right to dissolve lapses.
- 5.2 If the Participant cancels the Agreement after the end of the reflection period or at a time when the Activity has already started, the Participant will owe part of the costs. This consists of full compensation for tuition already received and 65% of the compensation for the remaining tuition, calculated in proportion to the number of remaining half-day sessions, plus any (administration) costs incurred by RadboudCSW. Example: for an Activity of €1,000.00 consisting of 10 half-day sessions, where the Participant cancels after the 5th half-day session, the compensation amounts to €500.00 (for tuition received) + 65% of €500.00 (remainder) = €825.00.
- 5.3 RadboudCSW reserves the right to cancel an Activity in the case of a compelling reason, such as insufficient registrations or force majeure. In that case, the Participant will receive a written explanation of the reason for cancellation as soon as possible.
- 5.4 If an Activity is cancelled by RadboudCSW, the Participant will not be liable for any compensation for the cancelled parts. If payment has already been made for the relevant Activity, it will be refunded by RadboudCSW within thirty (30) days of cancellation.

## Article 6. Liability

- 6.1 RadboudCSW is not liable for damage of any kind due to RadboudCSW having relied on incorrect and/or incomplete information provided by the Participant.
- 6.2 RadboudCSW makes every effort to provide accurate information, but cannot rule out incorrect information being provided by a speaker or in the course material. RadboudCSW cannot be held liable for this in any way, unless there is intent or gross negligence on the part of RadboudCSW.
- 6.3 The Participant acknowledges that by its nature, or because of the failure to achieve the desired result, the Activity may cause psychological discomfort, inconvenience or distress to the Participant. RadboudCSW cannot be held liable for this in any way, unless there is intent or gross negligence on the

part of RadboudCSW. The Participant will indemnify and compensate RadboudCSW against and for any claims by the Participant's employer and/or client for default or otherwise in connection with the Activity.

- 6.4 RadboudCSW is not liable for moral damage, indirect damage, consequential damage, losses due to delays or damage to the Participant's property, except in the case of intent or gross negligence on the part of RadboudCSW.
- 6.5 RadboudCSW's total liability for an attributable failure to fulfil its obligations, from unlawful acts or otherwise will be limited to compensation for direct damage up to the amount paid by RadboudCSW's insurer, plus the policy excess.
- 6.6 "Direct damage" only includes:
  - a. reasonable costs to determine the cause and extent of the damage, insofar as the determination relates to damage within the meaning of these General Terms and Conditions;
  - b. any reasonable costs incurred to have RadboudCSW's poor performance comply with the Agreement, unless these cannot be attributed to RadboudCSW;
  - c. reasonable costs incurred to prevent or limit the damage, insofar as the Participant demonstrates that these costs have led to limitation of the direct damage referred to in these General Terms and Conditions.
- 6.7 If the insurer provides no cover, RadboudCSW's total liability is limited to the invoice value of the Agreement, or at least that part of the Agreement to which the liability relates, unless there is gross negligence or intent on the part of RadboudCSW.

## Article 7. Force Majeure

- 7.1 In the event of force majeure, i.e. any event or circumstance beyond the control of RadboudCSW, whether or not foreseeable, which renders the fulfilment of its obligations temporarily or permanently impossible, and which RadboudCSW could not avoid or the consequence of which it could not avert, not even with the utmost care, RadboudCSW will notify the Participant of this in writing, stating the cause, nature, expected duration of the force majeure situation and the provisions of the Agreement that cannot be fulfilled as a result.
- 7.2 Circumstances that in any case but not exclusively qualify as force majeure are war, terrorism, cyber-attacks, government measures, technical breakdowns, breakdowns in telecommunications, Internet connections or electricity, transport disruptions, strikes, (natural) disasters, accidents, measures to safeguard social order or health, epidemics and pandemics, delayed delivery or non-delivery from suppliers and third-party strikes.
- 7.3 In the event of force majeure, RadboudCSW is entitled:
  - a. to suspend the implementation of the provisions referred to in Article 7.1 during the force majeure situation; or
  - b. to terminate all or part of the Agreement without being liable for compensation.

## Article 8. Privacy

- 8.1 RadboudCSW processes the Participants' personal data in accordance with the General Data Protection Regulation (GDPR) and the [privacy statement](#) of Radboud University. This statement explains what data is processed, for what purposes and what rights Participants have.

## Article 9. Intellectual property

- 9.1 All intellectual property rights made available by RadboudCSW in relation to the Activity, including course material and brochures, are vested in RadboudCSW insofar as no other copyright holder is named on the relevant work.
- 9.2 Subject to the express written consent of RadboudCSW, the Participant is not permitted to copy or record (including via camera or photograph) the documents provided by RadboudCSW, whether or not together with or through the engagement of third parties.

## Article 10. Confidentiality

- 10.1 Both during and after the end of the Agreement, the Participant will maintain confidentiality with regard to all personal or commercially sensitive information provided by other participants, third parties and/or RadboudCSW during or in connection with the Activity, as well as all other information of which the Participant knows or should reasonably understand that it should be regarded as confidential, regardless of the form in which it was disclosed (written, verbally or digitally).
- 10.2 The duty of confidentiality does not apply in respect of information that:
  - a. was already common knowledge at the time of disclosure;
  - b. is published or otherwise disclosed after provision unless such publication is unlawful in respect of this Agreement or any other agreement;
  - c. was already lawfully in the possession of the Participant before the time of disclosure; and/or
  - d. was obtained after disclosure from a third party who lawfully obtained this information without breaching an obligation towards RadboudCSW.
  - e. If the provisions of this article are breached, the Participant will owe RadboudCSW an immediately due and payable fine of €5,000 for each breach, without prejudice to RadboudCSW's right to full compensation for any damage it suffers.

## Article 11. Confidential Advisor

- 11.1 If the Participant has experienced anything unpleasant or needs a listening ear, they can turn to the Confidential Advisor: <https://www.ru.nl/en/students/services/guidance-advice-and-complaints/counsellors/confidential-advisors-students>.
- 11.2 The Confidential Advisor can listen to the Participant, advise the Participant and inform the Participant about the (help) options available. The Confidential Advisor can also provide the Participant with support, advice and/or mediation if the Participant intends to file a complaint against RadboudCSW.
- 11.3 The Confidential Advisor will treat the information obtained from the Participant and RadboudCSW confidentially.

## Article 12. Complaints Procedure

- 12.1 If the Participant is not satisfied with the service provided by RadboudCSW, the Participant can submit a complaint to the Student Legal Protection Office Helpdesk via the link at the following web page: [Complaints Procedure RadboudCSW | Radboud University](#).
- 12.2 The Student Legal Protection Office will send the Participant a message on the further handling of the complaint within a few days.

## Article 13. Applicable law and disputes

- 13.1 The Agreement and all its related agreements are governed by Dutch law.
- 13.2 Disputes between the Parties will be resolved amicably between the Parties to the extent possible. If this does not prove possible, disputes between the Parties will be settled exclusively by the competent court of the District Court of Gelderland, Nijmegen location.