

## GENERAL CONDITIONS OF SALE

### Part A GENERAL

#### 1. Definitions and interpretation

1.1 The capitalized terms in these General Conditions of Sale have the following meaning:

**General Conditions of Sale:** these general conditions of sale of Nyenrode;

**Services:** the services to be provided and/or work to be performed by or on behalf of Nyenrode;

**Direct Damage:** only (i) the reasonable costs that the Client would have to incur to have Nyenrode's performance conform to the Agreement, (ii) the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to Direct Damage within the meaning of these General Conditions of Sale, and (iii) the reasonable costs incurred to prevent or limit Direct Damage within the meaning of these General Conditions of Sales insofar as these costs have actually led to the prevention or a limitation of Direct Damage;

**Nyenrode:** Universiteit Nyenrode B.V., Nyenrode Services B.V., or Stichting Nyenrode, all with their corporate domicile and principal place of business in Breukelen, the Netherlands, or other affiliated corporations of the above entities, on the understanding that only the legal entity with which the Agreement is concluded enters into obligations towards the Client;

**Client:** the party or person that enters, or wishes to enter, into an Agreement with Nyenrode;

**Agreement:** an agreement for the delivery of movable property, the provision of immovable or movable property, and/or the provision of services by Nyenrode to the Client;

**Parties:** Nyenrode and the Client jointly;

**Program:** the relevant form of education at Nyenrode in relation to the Client;

**Confidential Information:** information in whatever form (i) which Nyenrode has indicated must be regarded as confidential and/or (ii) which the Client knows or reasonably ought to know is confidential in nature.

1.2 Unless stipulated otherwise in these General Conditions of Sale or in the Agreement:

(i) 'written' or 'in writing' also means electronic data traffic, such as messages by email; and

(ii) words in the singular also include the plural and vice-versa.

1.3 These General Conditions of Sale constitutes an integral part of the Agreement. If there is any inconsistency between the provisions of these

General Conditions of Sale and the provisions of the Agreement (excluding the General Conditions of Sale), the provisions of the Agreement (excluding the General Conditions of Sale) will take precedence.

1.4 Nyenrode's rights and claims included in these General Conditions of Sale apply in addition to its statutory rights and claims against the Client in the event of a failure to perform or for any other reason.

#### 2. Applicability

2.1 Unless expressly agreed otherwise in writing, these General Conditions of Sale apply to all requests, proposals, and offers and form part of all Agreements between the Parties, as well as all legal acts that relate to their conclusion, regardless of how this Agreement was concluded.

2.2 Unless the Parties have expressly agreed otherwise in writing, once these General Conditions of Sale form part of any Agreement between Nyenrode and a Client, they will also form part of subsequent Agreements concluded between Nyenrode and the Client, even if reference is not made to them or they are not handed over during the conclusion of those subsequent Agreements.

2.3 Nyenrode also expressly rejects the applicability of any general terms and conditions, purchasing conditions, or stipulations of the Client, however named, and such general terms and conditions, purchasing conditions, or stipulations therefore do not apply to the Agreements.

2.4 Only Nyenrode is entitled to make amendments to these General Conditions of Sale. Amendments will take effect 30 calendar days after the date on which Nyenrode has sent the amended conditions to the Client. If the Client is a consumer, the Client will be entitled to terminate the Agreement. Amendments and additions to these General Conditions of Sale apply otherwise only if they have been agreed in writing between the Parties. The amendment and/or addition applies in that case only for the Agreement for which it has been explicitly agreed.

2.5 If one or more provisions of these General Conditions of Sale are void or voidable, the other provisions will remain fully applicable. Nyenrode and the Client shall then consult in order to agree on new provisions to replace the void or voided provisions, for which the aim and purpose of the original provision will be taken into account if and insofar as possible.

- 2.6 These General Conditions of Sale also cover all natural persons, legal entities, accommodations, etc. which Nyenrode uses or has used for the conclusion and/or performance of an Agreement.
- 2.7 If Nyenrode uses third-party facilities/services, their Conditions serve to supplement these General Conditions of Sale.
- 2.8 If other conditions apply in addition to these General Conditions of Sale, the provisions of these General Conditions of Sale will prevail in case of any inconsistency.

### **3. Offers and conclusion of Agreements**

- 3.1 Every proposal or offer made by Nyenrode is without obligation (unless it is expressly stipulated in writing that it is irrevocable), will expire by operation of law, (unless expressly stipulated otherwise in writing), once two weeks have passed from the date of the proposal or offer, and is made on the proviso of changes and as long as stock or capacity lasts. If Nyenrode relies on the above proviso within a reasonable period of acceptance by the Client, which is to be determined according to the circumstances, the intended Agreement is deemed to have been concluded.
- 3.2 There are no costs attached to receiving an offer from Nyenrode for the Client.
- 3.3 Offers and any accompanying documents in the broadest sense are the property of Nyenrode. Offers may not be reproduced or disclosed, except for private use, without Nyenrode's consent.
- 3.4 If Nyenrode has granted the Client (option holder) an option right, this right cannot be revoked, unless and insofar as another potential client makes Nyenrode an offer to enter into an agreement for all or part of the services and/or facilities subject to the option. Nyenrode shall give the option holder notice of this offer, after which the option holder must indicate, within two working days, whether or not it wishes to make use of the right of option. If the option holder does not indicate whether it wishes to use the option right within the above period, the option right will lapse. An option right can only be granted in writing.
- 3.5 Agreements between the Parties are concluded only once Nyenrode, through an authorized representative, confirms an order of the Client in writing or because Nyenrode has unreservedly given effect to the Agreement in a manner that is indisputable for the Client. Oral promises or arrangements by or with its personnel are not binding on Nyenrode unless and insofar as it has

confirmed these, through an authorized representative, in writing.

- 3.6 Agreements for a Client that are entered into by intermediaries (event agencies, other universities, etc.), whether or not in the name of their client(s), are deemed to have been entered into also at the expense and risk of these intermediaries. Unless expressly agreed otherwise in writing, Nyenrode does not owe any commission or fee, however named, to intermediaries. The full or partial payment of the amount due by the Client will release the intermediary from its obligations to the same extent.
- 3.7 Unless the contrary is proved, confirmations sent by Nyenrode are deemed to accurately and completely represent the Agreement.
- 3.8 Information provided by Nyenrode in the form of catalogs, images, drawings, weights, samples, measurements, technical specifications, or shipping documents is informative in nature and does not form part of the Agreement, unless this is expressly agreed in writing.
- 3.9 Any additional arrangements, amendments, and/or promises made after the Agreement is concluded are binding on Nyenrode only if an authorized representative of Nyenrode has confirmed them in writing.
- 3.10 The Client shall ensure that all information which Nyenrode indicates is essential, or which the Client reasonably ought to understand is essential for the delivery of the products and/or performance of the services, is provided to Nyenrode in due time. If the information needed for the performance of the Agreement is not provided to Nyenrode in due time, Nyenrode will be entitled to suspend the performance and/or charge the Client for the additional costs arising from the delay at its normal rates.
- 3.11 If it transpires during the performance of the Agreement that the underlying order needs to be fully or partially amended or supplemented for there to be proper performance, the Parties shall promptly negotiate in this regard and endeavor to adapt the Agreement accordingly in joint consultation.
- 3.12 An Agreement is concluded only between Nyenrode and the Client. The effect of Articles 404 and 407, Book 7 of the Dutch Civil Code is excluded.

### **4. Cancellation**

- 4.1 The Client is not entitled to cancel an Agreement, unless it irrevocably offers at the same time to pay the amounts as specified below.

- 4.2 Cancellation by the Client must be done in writing, stating the date, and be submitted accompanied by all documents that relate to the Agreement. The Client cannot derive any rights from an oral cancellation. The date of receipt of the cancellation is used to determine the cancellation costs.
- 4.3 If an Agreement is canceled, these General Conditions of Sales will remain fully applicable.
- 4.4 If an Agreement is canceled after the commencement of the cancellation period, or if there is a no-show, the costs specified in the Agreement(s), as well as the costs of personnel, equipment, and other consequential costs, will be fully or partially charged to the Client.
- 4.5 If not all of the agreed rooms and/or facilities and/or services are canceled, these provisions will apply pro-rata to the canceled rooms and/or facilities and/or services.
- 4.6 The Client shall at all times reimburse Nyenrode fully for the amounts that Nyenrode already owes to third parties for the purpose of the canceled Agreement on the cancellation date.
- 4.7 If the Agreement does not specify any cancellation periods, a period of two weeks or 10 (ten) working days will apply.
- 4.8 The Client is entitled to postpone the performance of the Agreement in consultation with Nyenrode and not before Nyenrode has given its written approval. Nyenrode shall not withhold this approval on unreasonable grounds. A valid reason for not giving approval is (but is not limited to) Nyenrode's utilization rate at that time. The Client shall at all times fully reimburse Nyenrode for amounts that it already owes to third parties, and cannot avoid, at the time of the request for postponement. If postponement is not possible or if the Client still proceeds with cancellation after a postponement, the cancellation provisions set out in this article will apply in full.
- 4.9 If Nyenrode makes use of third-party facilities and/or services for or on behalf of the Client, the cancellation and amendment conditions of those third parties will apply.
- 4.10 Nyenrode reserves the right to terminate the Agreement and proceed with cancellation, without the Client being entitled to any compensation, if the Client fails to comply with any part of an Agreement or any provision of these General Conditions of Sale, or if there is valid reason to doubt compliance. The above provisions of this article will apply in full in this regard.

## **5. Provided items**

4.5 Nyenrode may make certain objects available to the Client for the purpose of the Agreement. Unless otherwise agreed in writing, all objects that Nyenrode provides to the Client will remain the property of Nyenrode. The Client is not permitted to use such objects for the benefit of third parties or make them available to third parties (unless it is necessary to make them available to its employees). The Client is obliged to return such objects immediately on request to Nyenrode in the same condition as which these objects were provided to it by Nyenrode.

## **6. Delivery period**

- 6.1 Unless expressly agreed otherwise, any indication of the delivery period by Nyenrode is always an approximation and does not serve as a strict deadline.
- 6.2 Nyenrode is in no way liable for exceeding the delivery period, for whatever reason. If the delivery period is exceeded, Nyenrode is not obliged to pay any compensation and the Client is not entitled to terminate the Agreement and/or refuse to purchase and/or, if the Client is a business, to invoke suspension.

## **7. Complaints and claims**

- 7.1 The Client must submit any complaints about the performance of Nyenrode's obligations as soon as possible after discovering the ground for the complaint, although no later than 20 (twenty) working days after completion of the obligations, in writing to Nyenrode, failing which the right to complain will lapse. The complaint must contain the most detailed possible description of the failure(s), so Nyenrode is able to respond adequately. Complaints about invoices must also be submitted in writing within 5 (five) working days of invoices being sent. At the end of this period, and unless there is evidence to the contrary, the content of the invoices will serve as conclusive proof of the amount and correctness of the performances rendered.
- 7.2 Claims are possible only if there is no cancellation by the Client and force majeure on the side of Nyenrode within the meaning of these General Conditions of Sale.
- 7.3 Payment by Nyenrode as a result of a claim by the Client will be made by deducting the amount concerned from its own due and payable claims against the Client.
- 7.4 The Client's claims will prescribe 2 (two) years after the Client has notified Nyenrode of the complaint under this article.

## **8. Invoices and payment**

- 8.1 Unless stated otherwise, all amounts specified in invoices, offers, proposals, and/or Agreements include VAT but exclude other additional charges that apply by operation of law.
- 8.2 The Client owes the price specified in the Agreement or, insofar as the Agreement was concluded more than three months before the services under that Agreement had to be provided, the prices that apply when the service(s) must be provided. Changes to the VAT rate will always be passed on to the Client.
- 8.3 Nyenrode reserves the right to invoice amounts separately.
- 8.4 Payment by the Client must be made within no more than 30 calendar days of the invoice date.
- 8.5 If payment of an invoice is not made, is not made on time, or is not made in full, the Client will be in default without any notice of default and all of the Client's payment obligations will become immediately due and payable, notwithstanding Nyenrode's other rights. This also applies if the Client is declared bankrupt or petitions for a moratorium on the payment of debts.
- 8.6 Current complaint handling, imminent cancellation, and/or a request to claim or a granted claim do not suspend the Client's payment obligations.
- 8.7 The Client is not permitted to apply set-off when making payments if it is a business.
- 8.8 All accounts, including for cancellations and no-shows, are due by the Client on presentation.
- 8.9 If the Client is a business and does not make payment on time or in full, it will owe statutory commercial interest from the due date of the invoice. If the Client is a consumer, statutory interest will be payable from the due date of the invoice. All reasonable extrajudicial costs that Nyenrode has incurred as a result of the Client's failure to pay on time or in full are payable by the Client. If the Client is a business, these extrajudicial costs are subject to a minimum of 15% of the outstanding principal sum (including VAT), which minimum payment must also be seen as an incentive for the Client to comply with its payment and other obligations. If the Client is a consumer, the extrajudicial costs will be calculated according to the graduated scale of the Collection Costs Act [*Wet Incasso Kosten*].
- 8.10 Payments must be made in EUROS.
- 8.11 Payments made by the Client are always applied first to all outstanding interest and costs, and second to the longest outstanding invoices, even if the Client states that the payment relates to a later invoice.

- 8.12 When entering into or after the conclusion of the Agreement, Nyenrode is entitled to require full or partial advance payment or proper security for the fulfillment of the Client's obligations under the Agreement in the form of a bank guarantee or reasonably equivalent security and, until the security is provided to it, is entitled to suspend its obligations towards the Client.

## **9. End of the Agreement and termination**

- 9.1 An Agreement ends on the expiry of the agreed period or completion of the performance.
- 9.2 If the Agreement is a continuing performance agreement, Nyenrode is entitled to terminate it at any time, provided it observes a 3 (three)-month notice period. Notice of termination must be given with effect from the end of a calendar month.
- 9.3 Notwithstanding the statutory options for termination, Nyenrode is entitled to end or terminate the Agreement with the Client by way of notice, without being obliged to pay compensation or send any notice of default, if:
  - a. the Client is declared bankrupt, voluntarily petitions for bankruptcy, or a petition for the Client's bankruptcy is filed by another party;
  - b. the Client petitions for a provisional or final moratorium on the payment of debts, this is granted, or the Client proceeds with liquidation;
  - c. all or part of the Client's assets are attached;
  - d. control over the Client vests in another party other than at the time the Agreement is concluded;
  - e. the Client loses its legal personality or its business is dissolved or liquidated;
  - f. the Client actually discontinues its business or actually ends and/or has ended its commercial activities;
  - g. the Client is unable to fulfill its obligations towards Nyenrode as a result of force majeure and the force majeure situation lasts for at least 20 calendar days;
  - h. the Client attributably fails to perform its obligations under the Agreement.

## **10. Prohibition on cession and pledge**

The Client is not entitled to encumber or assign any rights or obligations under the Agreement without Nyenrode's prior written consent.

## **11. Force majeure**

- 11.1 In addition to the provisions of Article 75, Book 6 of the Dutch Civil Code, force majeure on the side of Nyenrode includes a general lack of materials or other items or services for the delivery, general transport impediments, the failure of Nyenrode's Clients to perform (attributably or otherwise), strikes (both organized and unorganized), a shortage of personnel, war or threat of war, a terrorist threat, riots, civil commotion, fire, water damage, floods, sit-ins, government measures and interruptions in energy supply.
- 11.2 If Nyenrode is unable to perform as a result of a circumstance beyond its control, it will be entitled either to invoke termination of the Agreement without being liable to pay compensation towards the Client, or to undertake towards the Client that it will still comply with the Agreement, albeit under different conditions, in which case the Client will have 5 (five) working days to refuse the new conditions and terminate the Agreement without Nyenrode becoming liable for compensation.
- 11.3 Nyenrode is entitled to claim payment for the performance it already rendered under the Agreement concerned before the force majeure conditions became apparent.
- 11.4 Nyenrode is also entitled to invoke force majeure if the circumstances that give rise to the force majeure commenced after Nyenrode should have already rendered its performance.

## **12. Liability**

- 12.1 Nyenrode is not liable towards the Client. If Nyenrode's liability is nevertheless established in court, the limitations of this article will apply.
- 12.2 Nyenrode's liability for any tortious acts it has committed is excluded. Nyenrode's liability is also excluded for indirect and consequential damage that the Client suffers as a result of an attributable failure by Nyenrode to perform its obligations under any Agreement, including but not limited to business interruption, loss of profits, loss of turnover, intangible loss, loss of opportunities, and defamation.
- 12.3 Nyenrode's liability for Direct Damage that the Client suffers as a result of or in connection with an attributable failure by Nyenrode to perform its obligations towards the Client under an Agreement concluded with the Client, is limited to those cases in which the Client proves that the damage is a direct result of the attributable failure. Liability is further limited for each event, or a series of related events with a common cause, to the value agreed between the Parties

(excluding VAT) of the obligation(s) that Nyenrode has attributably failed to perform, and capped at the amount paid out by Nyenrode's insurer, unless a more far-reaching limitation results from the following paragraphs of this article.

- 12.4 Any claim against Nyenrode based on an Agreement concluded with it prescribes after 1 (one) calendar year, unless a summons is validly issued before this date. The prescription period commences on the day following the day on which the Client becomes aware of both the damage and the liable party.
- 12.5 All defenses that Nyenrode can derive from the Agreement concluded with the Client to contest its liability, can also be invoked against the Client by Nyenrode's personnel and third parties that it has hired for the performance of the Agreement, as though its personnel and those third parties were parties to the Agreement themselves.
- 12.6 Conditions for limiting, excluding, or determining liability that third parties can invoke against Nyenrode can be invoked to the same extent by Nyenrode against the Client.
- 12.7 The aforementioned limitations on liability do not apply if the damage results from intentional acts or willful recklessness of Nyenrode or its managers.

## **13. Indemnity**

The Client indemnifies Nyenrode, its personnel, and any third parties that Nyenrode has hired for the purpose of performing its obligations under the Agreement against all other third-party claims for compensation of actual or alleged damage, caused or otherwise related to the performances rendered by Nyenrode under the Agreement.

## **14. Intellectual and other property rights and personal data**

- 14.1 All intellectual and other property rights to works that arise from activities relating to or affiliated with the Agreement, including copyright, trademark, patent, model and design rights, vest in Nyenrode. If registration or filing is required to acquire such a right, only Nyenrode is authorized to attend to this.
- 14.2 If and insofar as intellectual and other property rights relating to the performance of activities under the Agreement by Nyenrode arise at the Client, the Client states that it will transfer all such intellectual and other property rights to their full legal extent to Nyenrode, free of charge. Nyenrode hereby accepts that transfer. Insofar as this transfer in advance is ineffective, the Client undertakes immediately on a request

of Nyenrode for that purpose to then transfer these intellectual and other property rights to Nyenrode.

- 14.3 Insofar as Nyenrode makes available works as referred to in this article to the Client, this means only that the Client acquires a right of use as referred to in this article, unless expressly agreed otherwise in writing.
- 14.4 Nyenrode grants the Client only a non-exclusive, non-transferable (other than within the Client's internal organization) and perpetual right of use to the works referred to in this article. This right of use includes permission to use the work only for the purpose of the Client's normal business activities.
- 14.5 Nyenrode is entitled to use and publish the works as referred to in this article, anonymized with reference to the Client's sector, for marketing, publicizing Nyenrode, and other purposes.
- 14.6 During their activities under the Agreement, the Parties shall process personal data in accordance with all current and future legislation in the area of personal data protection that applies to personal data processing, including the Personal Data Protection Act [*Wet bescherming persoonsgegevens* (Wbp)]. The Client is and will remain the data controller within the meaning of the Wbp in relation to personal data. For the purpose of the Agreement, Nyenrode is only the data processor within the meaning of the Wbp. Nyenrode shall process the personal data that it receives under the Agreement only for the purpose of the Agreement, in accordance with the Client's instructions, and not use this data for any other purpose.

## 15. Amendments

- 15.1 A request to amend the Agreement by the Client must be made in writing, stating the date, and be submitted to Nyenrode accompanied by all documents that relate to the Agreement.
- 15.2 The amendment of an Agreement is possible only if Nyenrode is of the opinion that the circumstances permit it.
- 15.3 Nyenrode reserves the right to charge the Client for the costs that arise from implementing an amendment at the Client's request.

## 16. Items found

- 16.1 Items lost or left behind in Nyenrode's rooms that are found by the Client must be promptly handed in to Nyenrode's Service Desk.
- 16.2 Ownership of items that are not claimed by the entitled party within one year of them being handed in to Nyenrode, passes to Nyenrode.

- 16.3 If Nyenrode sends items left behind by the Client, this will be done entirely at the Client's expense and risk. Nyenrode is never obliged to send such items.

## 17. No takeover of personnel

During the term of the Agreement and for one year after its termination, the Client shall not, in any way, employ or otherwise arrange to work, directly or indirectly, with employees of Nyenrode or third parties that Nyenrode has hired for and who are (or were) involved in the performance of the Agreement. If the Client contravenes this article, the Client will forfeit an immediately due and payable penalty of €10,000 for each contravention, plus €1,000 per day that the contravention continues, notwithstanding Nyenrode's other rights and claims, including its right to claim the damage it has actually suffered.

## 18. Miscellaneous provisions

- 18.1 The Parties may not use the Confidential Information that is exchanged between them for the purpose of the Agreements other than is necessary for the performance of those Agreements. The Parties may not disclose the Confidential Information to third parties without the written consent of the other Party.
- 18.2 Nyenrode is entitled to assign its rights and obligations under the Agreement with the Client to third parties.
- 18.3 If the Client wishes to make use of third-party services in the performance of the Agreement, either through subcontracting or hiring personnel on a temporary basis, the Client must request consent from Nyenrode beforehand in writing and wait for written consent before proceeding. Conditions may be attached to the above consent. If all or parts of the Agreement is/are performed by third parties after Nyenrode's approval has been obtained, the Client remains liable towards Nyenrode for that performance and warrants to Nyenrode that these third parties will comply with the terms and conditions of the Agreement and these General Conditions of Sale as though they are a party to them.
- 18.4 The invalidity of a provision of the Agreement and/or these General Conditions of Sale has no effect on the validity of the other provisions of the Agreement and these General Conditions of Sale.
- 18.5 Obligations under the Agreement and these General Conditions of Sale, which by their nature are intended to continue after the termination of the Agreement (on whatever basis), will continue to exist after the termination of the Agreement.

18.6 The Dutch text of these General Conditions of Sale constitutes the only authentic text. If there is any discrepancy between the Dutch text and a translation in a foreign language, the Dutch text will prevail.

18.7 Advertising/marketing statements that use Nyenrode's name must be pre-approved by Nyenrode's communication department.

#### **19. Applicable law and disputes**

19.1 These General Conditions of Sale and all Agreements between the Parties, as well as related non-contractual claims, are governed by Dutch law. The applicability of the Vienna Sales Convention 1980 is explicitly excluded.

19.2 All disputes between Nyenrode and the Client will be submitted exclusively to the competent judge of the Central Netherlands District Court, location Utrecht. After notice by Nyenrode that the dispute will be submitted to court, a consumer has a period of 1 (one) month to indicate to Nyenrode in writing that preference is given to the dispute being settled by the court with statutory jurisdiction.

## **Part B TRAINING PROGRAMS**

### **20. Payment arrangements**

20.1 Unless agreed otherwise, the costs of presenting the total Program will be charged two weeks before it starts, together with any separately estimated costs of program development and program design.

20.2 The accommodation costs will be charged after the completion of each program unit.

### **21. Group sizes**

Each Program is based on a maximum group size as described in the offer and/or Agreement. The specified daily rate applies to groups of less than the number of participants stated in the offer and/or Agreement. The same rate applies in case of no-shows by one or more participants during the course of a Program.

### **22. Travel costs**

Travel costs of Nyenrode's lecturers or employees to a location other than Nyenrode's campus will be charged.

### **23. Cancellation arrangements**

23.1 If all or part of a Program is canceled in writing, a fee is payable to cover the administration and accommodation costs plus any separately estimated program development costs:

- more than three months before the start of the Program: no costs unless Nyenrode has demonstrably incurred costs;
- between two and three months before the start of the Program: 50% of the costs;
- between one and two months before the start of the Program: 75% of the costs;
- within one month of the start of the Program or part thereof: full costs.

23.3 Catering costs are not covered by the cancellation costs and are payable only if Nyenrode owes these to the catering firm.

23.4 The Client is entitled to postpone the Programs in consultation with Nyenrode and not before Nyenrode has given its written approval. Nyenrode shall not withhold this approval on unreasonable grounds. A valid reason for not giving approval is (but is not limited to) Nyenrode's utilization rate at that time. The Client shall at all times fully reimburse Nyenrode for amounts that it already owes to third parties, and cannot avoid, at the time of the request for postponement. If postponement is not possible or if the Client still proceeds with cancellation after a postponement, the cancellation provisions set out in this article will apply in full.

23.5 If a Program is postponed within six weeks up to the start of the Program, the accommodation costs (room hire and hotel accommodation) are payable for the program units that fall within this period.

23.6 A postponement of more than six months after the intended start date is considered equivalent to canceling a Program.

### **24. Proprietary rights**

Reports of work and project groups of the participants remain the property of the relevant participant/relevant company. Both the program design and all exercises, simulations, teaching materials, etc. that are used remain Nyenrode's property and cannot be used for other purposes unless Nyenrode gives its written consent.

## **Part C FOOD, BEVERAGES & ACCOMODATION**

### **25. Miscellaneous**

- 25.1 The Client accepts that Nyenrode is an educational institution and shall ensure that teaching activities are not disturbed in any way by an event.
- 25.2 The Client shall inform Nyenrode in due time (i.e. within one week of the request for an offer) about the content of the event to be organized. If the content shows similarities with Nyenrode's own range of courses and programs, or could damage Nyenrode's reputation, Nyenrode reserves the right to declare the Agreement void.
- 25.3 Any use of catering facilities, audiovisual resources, and/or other facilities will be described in the offer.

### **26. Reservations and the Agreement**

- 26.1 Reservations can be made by telephone, in writing (which includes by email or other electronic means), or at Nyenrode's offices.
- 26.2 Nyenrode may refuse to enter into an Agreement at any time, for whatever reason, except if such a refusal is solely on one or more of the grounds stipulated in Article 429 *quater* of the Dutch Criminal Code (discrimination).
- 26.3 The Agreement commences only after written confirmation of the reservation by the Client within the stipulated period and after receipt of any down payment or deposit required from the Client.
- 26.4 Unless stipulated otherwise, Agreements are deemed to be entered into also on behalf of every guest of the Client or person whom the Client allows to enter the hired premises. By attending, the guest or admitted person confirms that the Client was authorized to represent him/her during the closing of the relevant meeting.

### **27. Payments**

If payment is not made, not made on time, or not made in full, any outstanding reservations in the name of those in default will be canceled, without further announcement and without any right of the Client to claim damage and/or set-off. Such reservation(s) will thus be deemed never to have been made.

### **28. Use**

- 28.1 The Client will be deemed to have accepted the hired accommodation and any hired equipment in good condition, without any visible defects and in properly operating order, unless the Client reports any specific defects that have been discovered within one hour of the start of the rental period.

- 28.2 The Client is obliged to use the hired accommodation in accordance with the purpose for which its use has been requested.
- 28.3 When using the hired accommodation, the Client must ensure that the applicable internal rules and mandatory orders are observed and the Client must also follow the instructions of Nyenrode's personnel.
- 28.4 The Client is obliged to comply with the fire and other safety instructions given by the Commander of the Fire Department and/or Nyenrode in the hired accommodation.
- 28.5 The Client may use their own and/or hired equipment in the hired accommodation only if Nyenrode has given written consent for this purpose. This equipment may never be connected to Nyenrode's equipment – with the exception of connections to the mains electricity.
- 28.6 Advertising, putting up signs, notices, etc. and/or decorations in or on Nyenrode's buildings or on its site is not permitted without the consent of the Hospitality & Services or Corporate Communications & Marketing Services departments. If consent is given, the Client shall ensure that the materials it has brought/put up are removed directly after the event. If the Client fails to comply with this obligation, Nyenrode will have these materials removed at the Client's expense.
- 28.7 The Client must ensure that it is explicitly referred to as the organizer in advertising and announcements, however named, that it produces or that are produced on its behalf for the event/meeting to be organized in the hired accommodation. The Client may not state, have a third party state, or create the impression that Nyenrode is the organizer or co-organizer of the event/meeting. If the Client nevertheless does so, it will forfeit an immediately due and payable penalty of twice the agreed rent to Nyenrode without the need for any judicial intervention. If the above provision is contravened, the Client will moreover be obliged to compensate the damage, including consequential damage, the Nyenrode suffers as a result. An exception to the above provisions can be made only with Nyenrode's written consent and under the conditions that it attaches to that consent.
- 28.8 The press and/or photographers may be invited only in consultation with Nyenrode and after consent is obtained from its Corporate Communications department. It is also expected of the Client to arrange for adequate supervision of the press in that case. If unannounced media and/or photographers are present, Nyenrode reserves the right to refuse them access.

- 28.9 Smoking, using narcotics, and/or being in possession of prohibited weapons in the buildings is not permitted.
- 28.10 Nyenrode is obliged to ensure that the Client can use the facilities and accommodations specified in the Agreement for the period or periods stated in the Agreement. Nyenrode may charge the Client for the use of facilities or accommodation outside the agreed periods.
- 28.11 The above obligation does not apply to Nyenrode in case of force majeure and/or the cancellation or termination of the Agreement.
- 28.12 After the use, but within the agreed rental period, the Client shall hand back the accommodation in the same condition as it was prior to that use.
- 28.13 Nyenrode reserves the right to charge the Client for any cleaning costs, repair costs, and damage to the facilities and accommodations caused by the Client or its admitted persons.
- 28.14 Nyenrode reserves the right to charge the Client for additional work or services, facilities, or accommodations that are not included in the Agreement.
- 28.15 The Client may not provide, sell, or arrange for a third party to sell refreshments, drinks, etc. on Nyenrode's site. Refreshments, etc. must be purchased via Nyenrode's preferred suppliers.
- 28.16 The Client is fully liable for the payment of fees under copyright and related-rights law, including payment to copyright organizations such as BUMA, SENA etc., with regard to the event organized by the Client. This applies regardless of whether there is hire, buy-out or apportionment, or if an entry fee is charged. The Client indemnifies Nyenrode against any third-party claims, in and out of court, based on copyright or related rights.

## **29. Changes**

Nyenrode is entitled to make a different room and/or facility available than has been hired, unless this would be manifestly unfair and have to be regarded as clearly too onerous for the Client. In the latter case, the Client is entitled to immediately terminate the Agreement to which Nyenrode's aforementioned decision relates, notwithstanding its obligations under

other agreements. If Nyenrode saves on expenses by making a different room and/or facility available than has been hired, as described above, the Client is entitled to that saving. Nyenrode will never be liable for any other compensation.

## **30. Lodging and hotel accommodations**

- 30.1 The services and rooms of the Plesman Hotel, the Campus Hotel, and all other guesthouses on Nyenrode's site fall under lodging and hotel accommodations.
- 30.2 Smoking, using narcotics, and/or being in possession of prohibited weapons in the lodging and hotel accommodations is not permitted.
- 30.3 Nyenrode is permitted to cancel hospitality services to the Client at any time if the Client repeatedly contravenes the internal rules or otherwise behaves in such a way that peace and order at Nyenrode and/or its normal operations are being or can be disrupted. The Client must then leave the lodging or hotel accommodation immediately on request. Nyenrode may exercise this right only if the nature and seriousness of the Client's contraventions are such that they give sufficient cause for this action in Nyenrode's reasonable opinion.
- 30.4 Nyenrode reserves the right to charge the Client for any repair costs, and damage to the lodging and hotel accommodations caused by the Client or its admitted persons.
- 30.5 Nyenrode is entitled to request of the Client to accept other lodging or hotel accommodation than would have been made available under the Agreement, unless such a request would be manifestly unfair and have to be regarded as clearly too onerous for the Client. In the latter case, the Client is entitled to immediately terminate the part of the Agreement that relates to lodging or hotel accommodation, notwithstanding its obligations under the rest of the Agreement and other agreements. If Nyenrode saves on expenses by making different lodging or hotel accommodation available than would have been made available under the Agreement, as described above, the Client is entitled to the amount of that saving. Nyenrode will never be liable for any other compensation.