

General Terms and Conditions

Radboudumc Health Academy

Participants in courses and events

January 2024

1 Introduction

- 1.1 These General Terms and Conditions apply to all agreements with the Radboud University Medical Center regarding participation in a training programme, an educational course, an educational track, a workshop, an e-learning, an event, a congress, a symposium and other forms of education (hereinafter collectively referred to as: "course") provided by the Radboudumc Health Academy ('RHA').
- 1.2 The Radboudumc Health Academy is the education and training institute for everyone who works in the Dutch healthcare system. The Radboudumc Health Academy is part of the Radboud University Medical Center.
- 1.3 In the event that one or more provisions of these general terms and conditions are, at any time, wholly or partially void or declared null and void, the remaining provisions shall remain in full force and effect.
- 1.4 "The General Terms and Conditions may be amended by Radboud University Medical Center at any time. Announcement will take place by means of a personal notification to the participant or by means of a general notification on the website.

2 Course registration

- 2.1 The participant can register for a course as soon as it is made available on the website.
- 2.2 The agreement between the Radboud University Medical Center and the participant for the course is concluded upon receipt by the Radboud University Medical Center's receipt of the participant's (digital) registration or application form. The participant ensures that the billing information on the registration or application form is fully completed.
- 2.3 By registering, the participant agrees to these general terms and conditions.
- 2.4 After registration, the participant will receive a confirmation of receipt for participation in the course by e-mail, at the e-mail address provided by the participant.

3 Prices and payment

- 3.1 When registering via a registration form, the prices as stated at the time of confirmation apply.
- 3.2 Radboud University Medical Center has the right to change prices, provided that after confirmation of a course the price applicable at that time will continue to apply, unless the course is cancelled and postponed to a later date, in which case the price applicable at the time of the new confirmation will apply.
- 3.3 The prices include the costs of course materials, unless otherwise stated.
- 3.4 Any travel and arrangement/accommodation costs are not included in the registration fee, unless expressly stated otherwise in the description of the course.
- 3.5 If VAT is applicable, the stated prices are exclusive of VAT and will be charged inclusive of VAT.
- 3.6 After registering for a course as mentioned above, the participant will receive an invoice from Radboud University Medical Center regarding the course by email.
- 3.7 Upon registration, the participant agrees to pay the entire registration fee, regardless of whether the course is attended (completely or partially).
- 3.8 The participant must pay the invoice for the amount due within 30 days of the invoice date in the manner specified by the Radboud University Medical Center.
- 3.9 If the participant does not pay within the agreed term, one will automatically be in default



without any notice of default and Radboud University Medical Center will be entitled to charge statutory interest on the outstanding amount. If the participant does not pay or does not pay on time, the costs resulting from this for the Radboud University Medical Center will be accepted by the participant. These costs include all judicial and extrajudicial costs (including the costs of summons, collection, counsel/lawyer).

4 Cancellation by the participant and replacement:

- 4.1 A cancellation by a participant must be communicated in writing or by email to the contact person stated for the course on the website or in the confirmation of registration.
- 4.2 Cancellation is defined as: cancelling the course and/or not showing up for the course for whatever reason. This also includes cancelling or not showing up due to illness or accident of the participant.
- 4.3 In case of cancellation up to 14 days before the start of the course, the participant will be charged an administration fee of 50 euros.
- 4.4 In case of cancellation within 14 days before the start of the course or in case of a no-show by the participant, the full registration fee is due.
- 4.5 Any exceptions to the cancellation conditions outlined above will be specified in the course description on the website. Early termination of the course or partial absence by the participant does not entitle the participant to a refund of the registration fee.
- 4.6 In principle, no additional costs will be charged if the participant is replaced by another person, provided that the contact person has received this change by email at least 24 hours before the start of the course.

5 Cancellation by Radboud University Medical Center

- 5.1 In case of insufficient registrations or in case of force majeure as described in article 5.7, Radboud University Medical Center has the right to cancel or move the planned course and/or change the day program. In case of moving by Radboud University Medical Center, participant can cancel free of charge.
- 5.2 The decision on whether a course will proceed, based on the number of registrations, shall be made no later than 10 working days prior to its scheduled start date.
- 5.3 If a course is cancelled, previously registered participants will immediately receive a message from Radboud University Medical Center.
- 5.4 In the event that a course is cancelled due to insufficient participants, illness of the teacher or other circumstances beyond the control of the Radboud University Medical Center, the payment obligation of the participant will be waived. The Radboud University Medical Center cannot be held liable for the consequences in such cases of force majeure, regardless of the term on which a course is cancelled.
- 5.5 If a course has started, but (part of) the sessions are cancelled due to illness of the teacher or other circumstances beyond Radboud University Medical Center's control, no (partial) refund of the tuition fee will be issued. However, Radboud University Medical Center will make reasonable efforts to reschedule the missed sessions.
- 5.6 In the event that Radboud University Medical Center is unable to deliver the agreed course, in whole or partially, due to force majeure, Radboud University Medical Center has the right to



suspend or terminate the agreement immediately, without being held liable for any damages.

- 5.7 Force majeure is also understood to mean – but not exclusively – changes in circumstances that are of such a nature that, according to standards of reasonableness and fairness, continuation of the course cannot be expected from the Radboud University Medical Center, or circumstances affecting the teacher, such as impediment due to (personal) circumstances such as illness or death of the teacher or relatives of the teacher and circumstances in weather or traffic that cause a delay or impediment of the teacher.
- 5.8 In the event of force majeure, Radboud University Medical Center will inform all participants as soon as possible about the calamity and about the progress or termination of the course.
- 5.9 In the event of cancellation by the Radboud University Medical Center on the basis of the previous article, the Radboud University Medical Center can offer the participants an alternative or, if that is not possible, compensate them for the registration fee due.
- 5.10 The termination options in this article do not affect termination of the course on the basis of the law, such as termination due to a failure to comply with the agreement.

6 Certificate of participation

- 6.1 A certificate of participation will be provided digitally if the participant has met the requirements regarding attendance and any assignments within the relevant course.

7 Intellectual Property and Confidentiality

- 7.1 The intellectual property rights on the publications issued by the Radboud University Medical Center, either through departments of the Radboud University Medical Center or otherwise brochures, project- and course material are located at the Radboud University Medical Center, unless a other rights holder on the work itself is indicated.
- 7.2 The participant is not permitted to reproduce, publish or distribute the course materials referred to in the previous paragraph in any form whatsoever, in whole or in part. Participants are only permitted to use the course materials provided for their own use in accordance with the purpose of the course.
- 7.3 The participant and the Radboud University Medical Center are obliged to confidentiality of all confidential information that she in It frame by the education by each other or from other source to have obtained. Information is always confidential, unless otherwise indicated by Radboud University Medical Center .
- 7.4 If the participant takes part in a course that consists partly or entirely of e- learning , the participant obtains a non-transferable right of use to the electronic course materials for the duration stated in the course description. The participant is therefore not permitted to make the electronic training materials available to third parties in any way whatsoever.

8 Handling personal data

- 8.1 Radboud University Medical Center is responsible for the responsible and careful handling of personal data and processes the personal data provided by the participant in accordance with the General Data Protection Regulation ('GDPR').
- 8.2 The personal data will be kept for a maximum of three (3) years.
- 8.3 If a participant registers for a course from the Radboud University Medical Center range, the



personal data will be used to compile a list of participants (personal name and employer name). The data will also be included in the customer file in order to be able to inform the participant in the future about the courses offered by the Radboud University Medical Center. If a participant objects to this, the participant can indicate this when registering for a course.

- 8.4 The data of a participant will be treated confidentially and will not be provided to third parties without the permission of the participant concerned, unless required to do so by law.
- 8.5 “Third parties” do not include parties with which Radboud University Medical Center collaborates for the execution of the agreement between Radboud University Medical Center and participants, such as hosting parties. Radboud University Medical Center has concluded agreements with these parties in which, among other things, agreements have been made about access to the data, the retention period and security.

9 Liability

- 9.1 The participant takes part in a course at Radboud University Medical Center at his/her own expense and risk.
- 9.2 Radboud University Medical Center strives to perform all educational activities in the best possible quality, both in terms of content and organisation. It cannot be ruled out that incorrect substantive information is provided despite this, either by the teacher during the course or in the written material that is provided to the participant as part of the course. Radboud University Medical Center excludes all liability for this, unless there is intent or deliberate recklessness on the part of Radboud University Medical Center.
- 9.3 The Radboud University Medical Center is only liable to the participant for damage that is the direct result of a (connected series of) attributable shortcoming(s) in the execution of the course. This liability is limited to a maximum of the amount that was charged for the course in which the damaging event occurred.
- 9.4 The limitations of liability included in this article do not apply if and to the extent that there is demonstrable intent or deliberate recklessness on the part of the Radboud University Medical Center.
- 9.5 The participant indemnifies the Radboud University Medical Center against all claims from third parties – including but not limited to the employer or employees of the participant – that arise either directly or indirectly from the work performed under the agreement.
- 9.6 The participant indemnifies the Radboud University Medical Center against claims by third parties for damage caused by the participant not providing any, incorrect or incomplete information to the Radboud University Medical Center in the context of the creation of the course.
- 9.7 The Radboud University Medical Center is not liable for loss, theft and/or damage to property of the participant and/or property belonging to third parties.

10 Complaints procedure

- 10.1 Complaints about the course must be reported by the participant in writing (by letter or e-mail) to the contact person of the course at Radboud University Medical Center within 14 days after completion of the course.
- 10.2 All complaints will be handled confidentially and within 4 weeks of receipt. In the event of a



valid complaint, Radboud University Medical Center will strive for a solution acceptable to the participant.

- 10.3 The complaint and its handling will be registered and kept by the Radboud University Medical Center for a period of three (3) years.
- 10.4 Filing a complaint does not affect the participant's compliance with payment obligations.

11 Applicable law and dispute resolution

- 11.1 If no agreement is reached between the participant and the Radboud University Medical Center about a complaint, the participant can turn to the appeals committee of the Radboud University Medical Center. This committee consists of two persons who do not work for the contractor. The current appeals committee consists of Paul Schreuder (Xebic) and Dennis Boekhorst (HAN).
- 11.2 The objection must be submitted in writing via management.rha@radboudumc.nl. The objection will be submitted to the Radboud University Medical Center appeals committee for processing within 1 week of receipt. The Radboud University Medical Center appeals committee will make an independent, and for Radboud University Medical Center binding, decision on the handling of the complaint. The Radboud University Medical Center appeals committee will be given 4 weeks to do so, calculated from the date of receipt. If the aforementioned procedure does not provide a solution, the participant retains the right to turn to civil law provisions.
- 11.3 All disputes arising between the parties as a result of a course, (legal) act, agreement or the like to which these terms and conditions apply or as a result of agreements resulting from this, will be submitted to the competent court at the Gelderland District Court.
- 11.4 Dutch law applies to all legal relationships between Radboud University Medical Center and the participant.