



Secretariaat DSATC Foundation-NL
P/A: Radboudumc Health Academy
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General Terms and Conditions for the DSATC courses 2025

Article 1. Definitions

- 1.1 In these general terms and conditions the following words and phrases shall bear the following meanings:
- Events: Courses, conferences, meetings and other assemblies in which the transfer and exchange of information play a central role.
 - The Client: the natural or legal person who enters into a contract with the DSATC Foundation-NL and its third party facilitator the DSATC Foundation-NL and/or Radboudumc Health Academy (RHA), for the work to be carried out in connection with the organization of Events on behalf of the Client.
 - The candidate: Any participant who registers to follow and course offered by the DSATC Foundation-NL.
 - For the purpose of these terms and agreements, the statement "DSATC Foundation-NL and/or Radboudumc Health Academy, is meant to mean the DSATC Foundation Board and Radboudumc Health Academy personnel, seconded to the Foundation and operating within their mandate.

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Article 2. Applicability

- 2.1 These general terms and conditions apply to all agreements between the DSATC Foundation-NL and/or Radboudumc Health Academy acting for the DSATC and the Client with regard to the organization of Events , insofar as the parties have not expressly agreed otherwise in writing.
- 2.2 If one or more provisions of these general terms and conditions should be null and void or declared null and void, whether wholly or partially, the other provisions of these general terms and conditions will remain fully in effect.
- 2.3 Any failure by the DSATC Foundation-NL and/ or Radboudumc Health Academy to require strict compliance with these terms and conditions in a particular case shall not be taken to mean that the provisions of these terms and conditions do not apply or that the DSATC Foundation-NL and/or Radboudumc Health Academy has forfeited the right to require strict compliance with these terms and conditions in other cases.

- 2.4 The client's general purchase conditions are hereby excluded, unless the DSATC Foundation-NL and/or Radboudumc Health Academy has explicitly accepted their applicability in writing.
- 2.5 In all cases which might fall under these conditions, Dutch Law is applicable.

Article 3. Terms for the Contract

- 3.1 The Client has requested that the DSATC Foundation-NL and/or Radboudumc Health Academy to put together an offer (offerte) based on information provided by the Client. The DSATC Foundation-NL and/or Radboudumc Health Academy has the right to charge a fee for drawing up the offer, and the Client must be informed about this before the offer is drawn up. All offers by the DSATC Foundation-NL and/or Radboudumc Health Academy are without obligation, unless otherwise agreed.
- 3.2 The agreement between the DSATC Foundation-NL and/or Radboudumc Health Academy and the Client may involve sub-agreements. The agreement and/or sub-agreement(s) come into effect as soon as the document in which the parties recorded their agreement has been signed by both parties.
- 3.3 Unless otherwise indicated, the amounts stated in the documents drawn up by DSATC Foundation-NL and/or Radboudumc Health Academy exclude VAT (BTW). Note that VAT (BTW) may not be applicable on some products or services due to the recognition of the DSATC Foundation-NL as an educational institute.
- 3.4 In the case the client is a natural person, who might himself, or through his institution close a contract with the DSATC Foundation-NL and/or via the Radboudumc Health Academy, the DSTC will see the natural person as the contractant.

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Article 4. Contents of the Contract

- 4.1 The offer/contract will at least contain:
- the Client's name;
 - the start and end dates of the Event;
 - a description of the commission and the work to be carried out by the DSATC Foundation-NL and/or Radboudumc Health Academy;
 - a description of the work to be carried out by the Client (if any);
 - the estimated costs for the execution of the contract;
 - the amount of the security deposit (if required);
 - special conditions (if any);
 - a description of goods and services to be procured from third parties;

- payment terms and manner of payment.

Article 5. Amendments and Contract Extras

- 5.1 Additions or amendments to the contents of the contract will only be binding on the parties if they have been agreed upon in writing.
- 5.2 The Client will be notified of contract extras and budget overruns as soon as they are foreseeable. DSATC Foundation-NL and/or Radboudumc Health Academy will make every effort to prevent such contract extras and budget overruns. These costs will be borne by the Client, unless otherwise agreed in writing. Similarly, The DSATC Foundation-NL and/or the Radboudumc Health Academy will undertake to inform the client of any potential inability to meet their obligations.

Article 6. Representation

- 6.1 Insofar as DSATC Foundation-NL and/or Radboudumc Health Academy engages the services of third parties for the execution of a contract, DSATC Foundation-NL and/or Radboudumc Health Academy will do so in the name and under the fiscal responsibility of the Client. In the event that the DSATC Foundation-NL and/or Radboudumc Health Academy hires staff or procures goods or services from third parties in connection with the execution of the contract in its own name and for its own cost, the Client will indemnify the DSATC Foundation-NL and/or Radboudumc Health Academy with respect to the payment of the amount owed to those third parties.

Article 7. Payment

- 7.1 Payment of the invoices submitted by the DSATC Foundation-NL and/or Radboudumc Health Academy must be made within fourteen days after the end of the obligatory 14 day respite period of the invoice date.
- 7.2 As soon as the period as indicated in the first paragraph has been exceeded, the Client is in default, after which the Client also owes 1% interest per month on the total amount stated on the invoice. The Client shall also be required to pay the extrajudicial collection costs of 15% maximum as well as the legal costs and related costs of legal assistance.
- 7.3 Payments made by the Client shall first be used to contribute towards all costs owed by the Client, then the interest owed, and finally for the payment of the outstanding invoices that have been outstanding for the longest period of time.
- 7.4 Without prejudice to the provisions referred to in the previous paragraphs, the DSATC Foundation-NL and/or Radboudumc Health Academy is entitled to claim full compensation

from the Client in the event that the Client should not fulfil all his/her obligations under the contract.

Article 8. Cancellation after contract acceptance

- 8.1 If the Client wishes to cancel the contract wholly or partially, he/she shall notify the DSATC Foundation-NL and/or Radboudumc Health Academy thereof in writing. The cancellation charges will be determined on the basis of the date on which DSATC Foundation-NL and/or Radboudumc Health Academy receives the notification.
- 8.2 Course cancellation by the client after the 14 day period: If cancelling before September 15th, you will be charged a €100,- administration fee. Cancellation after September 15th and before October 18th, you will be charged 50% of the registration fee. When cancelling after October 18th, you will not receive a refund.
- 8.3 If DSATC Foundation-NL and/or Radboudumc Health Academy has recruited staff, services or goods from third parties or has temporarily engaged staff for the execution of the contract, then on the partial or full cancellation of the contract the Client shall also be required to pay - in addition to the amount due in accordance with 8.2 - the cancellation costs or compensation or other amounts (such as salaries) that DSATC Foundation-NL and/or Radboudumc Health Academy owes to those third parties.
- 8.4 In the unlikely event that a complete course must be cancelled, the DSATC Foundation-NL will refund the course costs within 15 calendar days. The DSATC Foundation-NL will not compensate reservations made in hotels, disutility, or travel expenses.

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Article 9. Suspension and Dissolution

- 9.1 If the Client fails to fulfil any of his/her payment obligations to the DSATC Foundation-NL and/or Radboudumc Health Academy or if the DSATC Foundation-NL and/or Radboudumc Health Academy has reasons to believe that the Client will fail to fulfil any of its payment obligations towards it, then the DSATC Foundation-NL and/or Radboudumc Health Academy has the right to:
- demand security from the Client with respect to the external costs for all current contracts;
 - suspend the obligations arising from the contract with the Client – i.e. those pertaining to the failure to fulfil the payment obligations as well as those under all other contracts between DSATC Foundation-NL and/or Radboudumc Health Academy and the Client - without prejudice to the right to simultaneously demand security for the payments;
 - dissolve, either partially or in full, the contract concerned, this with immediate

effect and without judicial interventions.

- 9.2 The DSATC Foundation-NL and/or the Radboudumc Health Academy has the right to dissolve the contract with immediate effect if, including after the conclusion of the contract, it should become clear to DSATC Foundation-NL and/or Radboudumc Health Academy that, during the event, DSATC Foundation-NL and/or Radboudumc Health Academy or any third parties are likely to (have) sustained damage in the broadest sense.

Article 10. Liability

- 10.1 The DSATC Foundation-NL and/or Radboudumc Health Academy shall make every effort to execute commissions to the best of its knowledge and ability.
- 10.2 When executing the contract, the DSATC Foundation-NL and/or Radboudumc Health Academy is not liable for damage as a result of any power outages or other failures, or the poor operation of services that have been made available by third parties, or rooms or halls used in the execution of the contract being or becoming found to be unsuitable for use. The DSATC Foundation-NL and/or Radboudumc Health Academy's liability shall not extend beyond the provision of the equipment and the personnel needed to repeat the agreed activities, when possible, at another time or date.
- 10.3 The DSATC Foundation-NL and/or Radboudumc Health Academy will handle the material entrusted to it with great care. The DSATC Foundation-NL and/or Radboudumc Health Academy shall not be held liable for any damage to or loss of materials due to whatever cause, except in cases of intent or gross negligence on the part of the DSATC Foundation-NL and/or Radboudumc Health Academy .
- 10.4 Radboudumc Health Academy shall never be liable for indirect damage, including consequential damage, loss of income and loss of profit.
- 10.5 The Client indemnifies the DSATC Foundation-NL and/or Radboudumc Health Academy against claims from third parties in connection with infringements of copyright and/or industrial property rights as a result of services provided by the DSATC Foundation-NL and/or Radboudumc Health Academy, for the benefit of the Client.
- 10.6 The DSATC Foundation-NL and/or Radboudumc Health Academy shall not be held liable by the Client if the Client can claim compensation from his/her own insurer or a third party's insurer in the matter concerned.

Article 11. Confidentiality

- 11.1 Both parties undertake not to disclose any confidential information they obtained from each other or from any other source in the context of the agreement.
- 11.2 Information shall be deemed to be confidential if the other party has indicated so or if the confidential character results from the nature of the information.

Article 12. Intellectual Property

- 12.1 The DSATC Foundation-NL and/or Radboudumc Health Academy independently, or in conjunction with as well as independently of holds the copyright and Intellectual property rights to its brochures, project and educational materials, unless another copyright owner is indicated in or on the work itself.
- 12.2 No part of these publications may be published or reproduced in any form or by any means by the Client without the explicit written permission of DSATC Foundation-NL and/or Radboudumc Health Academy .

Article 13 Provision of Information

- 13.1 The Client is obliged to ensure the timely supply to the DSATC Foundation-NL and/or Radboudumc Health Academy of all information that could reasonably be expected to be of importance in connection with the execution of the contract.

Article 14. Permits

- 14.1 The Client should apply for all the permits required for organizing the meeting. The Client will bear the costs of the application for, and retention of, the permits.

Article 15. Disputes and Applicable Law

- 15.1 All contracts between the Client and DSATC Foundation-NL and/or Radboudumc Health Academy shall be governed by the laws of the Netherlands.
- 15.2 In the event of disputed concerning the interpretation of these general terms and conditions and/or the execution of the contract, the parties will try to reach agreement on an acceptable solution. If they cannot reach agreement, the District Court in Arnhem will have exclusive jurisdiction to hear the dispute.