

**Radboudumc Health Academy**

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## General Terms and Conditions

### Events

#### Article 1. Definitions

- 1.1 In these general terms and conditions the following words and phrases shall bear the following meanings:
- a. Events: conferences, meetings and other assemblies in which the transfer and exchange of information play a central role.
  - b. The Client: the natural or legal person who enters into a contract with Radboudumc Health Academy for the work to be carried out in connection with the organization of Events on behalf of the Client.

#### Article 2. Applicability

- 2.1 These general terms and conditions apply to all agreements between Radboudumc Health Academy (Institute for Postgraduate Education of the Radboud University Nijmegen Medical Centre) 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 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 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 Radboudumc Health Academy has explicitly accepted their applicability in writing.

### **Article 3. Conclusion of the Contract**

- 3.1 The Client requested Radboudumc Health Academy to put together an offer based on information provided by the Client. 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 Radboudumc Health Academy are without obligation, unless otherwise agreed.
- 3.2 The agreement between 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 Radboudumc Health Academy are exclusive of VAT.

### **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 Radboudumc Health Academy;
  - a description of the work to be carried out by the Client (if any);
  - the estimated costs of 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 in writing.
- 5.2 The Client will be notified of contract extras and budget overruns as soon as they are foreseeable. 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.

## Article 6. Representation

6.1 Insofar as Radboudumc Health Academy engages the services of third parties for the execution of the contract, Radboudumc Health Academy will do so in the name and for the account of the Client. In the event that 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 account, the Client will indemnify Radboudumc Health Academy with respect to the payment of the consideration owed to those third parties.

## Article 7. Payment

- 7.1 Payment of the invoices submitted by Radboudumc Health Academy must be made within fourteen days 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 complete amount stated in 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, 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

- 8.1 If the Client wishes to cancel the contract wholly or partially, he/she shall notify Radboudumc Health Academy thereof in writing. The cancellation charges will be determined on the basis of the date on which Radboudumc Health Academy receives the notification.
- 8.2 Without prejudice to the provisions referred to in paragraph 3 of this clause, the following will be applicable to the calculation of the cancellation charges with respect to that part of the costs that is not covered by the provisions of 8.3:

$$\text{Cancellation charges} = \frac{\text{Amount}}{\text{Weeks}} \times 2$$



In which 'Amount' stands for the total fee relating to the execution of the contract (or in the case of partial cancellation: that part of the fee relating to the cancelled part of the contract), excluding the costs referred to in the third paragraph of this clause, and 'Weeks' for the number of weeks prior to the date on which the meeting would have begun.

- 8.3 If Radboudumc Health Academy has involved 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 Radboudumc Health Academy owes to those third parties.
- 8.4 In addition to the above mentioned costs, the Client shall also be required to pay administrative costs, which will amount to 3% of the contracted sum.

## **Article 9. Suspension and Dissolution**

- 9.1 If the Client fails to fulfil any of his/her payment obligations towards Radboudumc Health Academy or if Radboudumc Health Academy has reasons to believe that the Client will fail to fulfil any of its payment obligations towards it, then 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 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.
- 9.2 Radboudumc Health Academy also has the right to dissolve the contract with immediate effect if, after the conclusion of the contract, it should become clear to Radboudumc Health Academy that, during the event, Radboudumc Health Academy or any third parties are likely to sustain damage in the broadest sense.

## **Article 10. Liability**

- 10.1 Radboudumc Health Academy shall make every effort to execute commissions to the best of its knowledge and ability.
- 10.2 When executing the contract, 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 unsuitable for use. 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 Radboudumc Health Academy will handle the material entrusted to it with great care. 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 Radboudumc Health Academy.
- 10.4 Radboudumc Health Academy shall never be liable for indirect damage, including consequential damage and loss of profit.
- 10.5 The Client indemnifies 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 Radboudumc Health Academy for the benefit of the Client.
- 10.6 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 Radboudumc Health Academy holds the copyright to its brochures and project and educational materials, unless another copyright owner is indicated in or on the work itself. 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 Radboudumc Health Academy.

### **Article 13 Provision of Information**

- 13.1 The Client is obliged to ensure the timely supply to 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 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.