

GENERAL DELIVERY CONDITIONS Courses, open enrolment

Stichting SAXION: SAXION KNOWLEDGE TRANSFER

Chapter I General

Article 1 Definitions

1. Saxion: Saxion University of Applied Sciences with locations in Enschede, Deventer and Apeldoorn.
2. Courses: all education insofar as it does not involve initial education. It concerns among other things training modules, workshops, training programmes, postgraduate continuing professional education and master degree programmes offered under license of a foreign university.
3. Client: any natural person who enters into an agreement on courses with Saxion.
4. Parties: Client and Saxion.
5. Agreement: arrangements made between parties on courses as laid down in accordance with Article 3 of these general conditions.

Article 2. Scope

These conditions are fully applicable to each agreement (to be) entered into between Saxion and Client unless explicitly agreed otherwise in writing with Client. The Regulations tuition fees Saxion for that academic year apply to an enrolment in an Associate, a Bachelor or a Master degree programme.

Article 3 Conclusion of the agreement

1. All our application forms are to be considered as invitations to the potential Client to make an offer. They shall not be binding upon Saxion in any way, unless the application form itself explicitly and unambiguously states the contrary in writing.
2. A fully completed and signed application form received by Saxion shall be considered as an offer which will only be considered as accepted after a letter of confirmation of Saxion. An agreement with Saxion shall only be concluded at the moment on which Client has received the letter of confirmation from Saxion.
3. An application can be refused if:
 - a. the course at hand has been fully booked;
 - b. the candidate does not have the required preparatory training;
 - c. when, where applicable, the candidate has not successfully completed the prescribed intake procedure.

Article 4. Agreement

The agreement shall contain at any rate the mutual obligations concerning:

- The goal to be achieved
- The nature, form, extent and duration of the activities
- Responsibility and accountability
- Price and methods of payment
- Applicability of Dutch VAT

Article 5. Payment obligations

If no other payment term has been agreed, Client must pay within 30 days after invoice date.

Client shall be due to Saxion by the mere lapse of the payment term without any warning, notice of default or judicial intervention being necessary a statutory default interest of 1% of the invoice amount in question for each month or part of month Client is in default with payment, all this without prejudice to Saxion's option, if an instalment is involved, to demand immediate payment of the outstanding amount. Client shall be due the costs, both judicial and extrajudicial, to be made for collection of unpaid instalments, as well as lost interest.

Article 6. Discontinuation of activities, suspension and dissolution of the agreement

If Client fails to meet his payment obligations (in time), Saxion retains the right to terminate its activities forthwith and to suspend these until a date to be fixed by Saxion.

Saxion is also entitled to dissolve or cancel the agreement unilaterally either fully or partially without notice of default or judicial intervention if Client is in default. In this event Saxion will not be held to pay any form of compensation. Any performances made by Client shall not be subject to undoing.

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Article 7. Annulment

In case of annulment of this agreement the client is obliged to pay the course fee up to and including the month in which the termination takes place. Any right to a refund of the paid course fees will be in proportion to the remaining months that the student will not take part in the course.

Before commencement of the course the Client is entitled to annul the application by registered letter but 10% of the total amount will be charged.

Saxion is entitled to postpone or cancel a course if insufficient students have enrolled (to be determined by Saxion) and/or in case of extraordinary circumstances. In case of insufficient participation the course will lapse. The course amount will be repaid.

Article 8. Force majeure

If fulfilment of the obligations as set out in the agreement are hampered with or made impossible due to circumstances beyond Client's and Saxion's control, both parties should determine, in a reasonable fashion, if the non-fulfilment is of a temporary or permanent nature. If it is decided that it is impossible to fulfil the obligations, then both Client and Saxion have the right to dissolve the agreement without requiring judicial intervention. This should be done by registered mail. Client shall compensate Saxion for that part of the total amount that is in accordance with the services that Saxion has provided up to that point.

Article 9. Copyright

Saxion retains the rights mentioned in the Copyright Act 1912 and any other copyrights of the material used during the education. Saxion owns all curriculums, elements and teaching materials and other tools developed in the context of an assignment. Client shall refrain from making these materials available, selling these to third parties, multiplying or copying these and/or distributing these materials.

Article 10. Applicable law/disputes

All agreements entered into by Saxion shall be subject to Dutch law. All disputes that may arise between parties regarding the explanation of these conditions or any agreements arising from these, shall be brought before the competent court in the district of Overijssel, The Netherlands.