

# General terms and conditions

For participants or clients  
of courses, specialised courses,  
conferences or customised  
programmes of Erasmus School  
of Law

## Article 1 – Definitions

- a. *Registration*: enrolment of a Participant for a Course, Specialised Course or a Conference, whereby an agreement is entered into between Erasmus School of Law and a Participant;
- b. *Course*: a Course, Training Session, Conference, Symposium or regular lecture (Erasmus College) organised by Erasmus School of Law not being a Specialised Course or Customised Programme;
- c. *Course Material*: the material made available by Erasmus School of Law to the Participant in the context of a Course, Specialised Course or Customised Programme;
- d. *Participant*: person who participates in a Course, Specialised Course, Conference or Customised Programme of Erasmus School of Law;
- e. *Erasmus School of Law*: based in Rotterdam;
- f. *Specialised Course*: multi-day specialist course offered by Erasmus School of Law as a Specialised Course;
- g. *Customised Programme*: programme organised by Erasmus School of Law on the basis of an assignment by the Client;
- h. *Instruction*: Instruction by a Client to Erasmus School of Law to provide a Customised Programme, whether or not with accompanying course material;
- i. *Client*: each private person, public-law or private-law legal entity or institution giving an Instruction to Erasmus School of Law to provide a Customised Programme;

## Article 2 - Applicability

1. These general terms and conditions apply to all (offers of) Courses, Specialised Courses, Conferences, Customised Programmes and any other study programmes organised by Erasmus School of Law.
2. Any deviation from the first paragraph can only take place by written agreement.
3. By Registering for a Course, Specialised Course, or by giving an Instruction to Erasmus School of Law, the Participant or Client accepts these general terms and conditions.
4. The general terms and conditions, or any other conditions of the Participant or Client are expressly excluded.

## Article 3 - Participants

1. A Participant has only enrolled for a Course or Specialised Course after the Registration has been confirmed by Erasmus School of Law. Erasmus School of Law will confirm the enrolment as soon as possible by email but no later than two weeks after registration by the Participant.
2. Erasmus School of Law can set admission requirements for Courses or Specialised Courses, relating to work experience, timely enrolment or maximum number of participants for example.

3. Erasmus School of Law reserves the right to exclude Participants who in any way hinder or disrupt normal proceedings of a Course or Specialised Course from further participation to such Course or Specialised Course. In that event, the payment obligation of the Participant remains in force.

## Article 4 - Performance

1. Erasmus School of Law will adhere to all notifications in an offer of a Course, Specialised Course or Customised Programme, relating to the content, course material, location and times as far as possible.
2. Insofar as reasonable or necessary to do so, Erasmus School of Law is entitled - in consultation with the Client - to deviate from an offer.
3. In the event of changes, Erasmus School of Law will seek alignment as far as possible with the original offer of the Course, Specialised Course or Customised Programme.
4. Changing an Instruction may lead to a change in price and manner of delivery of Course Material. Any change in an Instruction only binds Erasmus School of Law insofar as this has been accepted by Erasmus School of Law in writing.

## Article 5 - Payment

1. The Client or the Participant shall pay the amount before the start of the Course, Specialised Course, Customised Programme or event.
2. Erasmus School of Law at all times reserves the right to demand security for payment.
3. In the event Erasmus School of Law has to incur costs to collect the amount referred to in the first paragraph, these costs are entirely for the account of the Participant or Client.

## Article 6 - Cancellation

1. In the event circumstances so demand or the number of Registrations for a Course or Specialised Course is insufficient, Erasmus School of Law reserves the right to cancel a Course or Specialised Course. It will inform Participants of this as soon as possible. In the event of cancellation, course fees already paid will be refunded in full and as soon as possible.
2. In the event a Participant wishes to cancel his/her participation in a Course, he/she must notify Erasmus School of Law of this in writing. When cancelling between four and two weeks before the start of a course, € 50 is charged. Erasmus School of Law will charge the entire course fee if cancellation is within two weeks of the start of a Course.

3. In the event a Participant wishes to cancel his/her participation in a Specialised Course, he/she must notify Erasmus School of Law of this in writing. When cancelling between eight and four weeks before the start of a Course, € 225 is charged. Erasmus School of Law will charge the entire course fee if cancellation is within four weeks of the start of a Course.

4. If a Participant is unable to attend, a replacement can be designated provided this has been notified to Erasmus School of Law in writing in advance. In the event admission requirements are set for participation in a Course or Specialised Course, the replacement must be admitted separately by Erasmus School of Law.

## Article 7 - Copyrights and intellectual property rights

1. The copyright or intellectual property right relating to a Course, Specialised Course or Customised Programme provided by Erasmus School of Law will be or remains the property of Erasmus School of Law or of the lecturer(s) of the relevant Course, Specialised Course or Customised Programme.

2. Without the prior written permission of Erasmus School of Law, the Participant or Client is not permitted to use the Course Material in any other way than for personal use or reproduce the Course Material in any way, sell it or make it available to third parties.

## Article 8 - Name and address details

1. In the performance of article 2, first paragraph, Erasmus School of Law processes personal data of Participants or Clients.

2. This personal data is: name, address, email address and position, all this to the extent necessary for the organisation and performance of that agreed with the Client.

3. Erasmus School of Law can transfer the personal data to third parties who will process the data on instruction of Erasmus School of Law to the extent this relates to the organisation and performance of all that agreed with the Client. Erasmus School of Law ensures that this transferred data will not be used for a different purpose than referred to in this article and that it is removed from third parties as soon as this is possible in view of the purpose.

4. Erasmus School of Law removes the personal data as soon as this is possible with a view of the purpose referred to in paragraph two, unless and insofar as the data subject gives express permission to process the data for longer.

## Article 9 - Liability

1. Erasmus School of Law takes great care in the composition of the Course Material to be made available. Erasmus School of Law does however not guarantee the completeness and accuracy of this Course Material. Erasmus School of Law therefore does not accept liability for loss arising from any decision or act based on the Course Material.

2. If the Participant or Client suffers loss as a result of negligence by Erasmus School of Law, its employees or its hired lecturers, Erasmus School of Law's liability is limited to an amount equal to the amount which the Participant owes on the basis of the agreement with Erasmus School of Law or which the Client owes Erasmus School of Law on the basis of the Instruction to Erasmus School of Law.

3. The Client guarantees that it will inform each participant of the Customised Programme covered by its Instruction about the applicability of the General Terms and Conditions and sets as condition for participation in the Customised Programme that the participants are bound by the General Terms and Conditions in the same manner as the Client, such with the exception of the payment obligations contained therein. If the Client fails in its obligations pursuant to these conditions, it is liable towards Erasmus School of Law for all loss and costs which Erasmus School of Law may suffer as a result.

4. Erasmus School of Law does not accept liability for any loss the Participant or Client suffers or may suffer as a result of the cancellation of (or parts of) a Course, Specialised Course or Customised Programme.

## Article 10 - Termination

1. Erasmus School of Law is entitled to terminate the agreement with the Client with immediate effect and without judicial intervention being required if the Client ceases its activities, is dissolved, is liquidated, is declared bankrupt or applies for a moratorium.

2. Erasmus School of Law can also terminate the agreement if the Participant or Client fails to perform an obligation under the agreement, or fails to perform such on time, and continues to fail to perform this obligation after having been urged to do so by Erasmus School of Law.

3. If one of the events referred to in this article occurs, Erasmus School of Law reserves all its rights, including claiming specific performance.

## Article 11 - Applicable law

All agreements with Erasmus School of Law are exclusively governed by Dutch law.

## Article 12 - Competent court

All disputes relating to an agreement entered into with Erasmus School of Law are heard by the competent court in Rotterdam.