

General terms and conditions ECE Study Programmes

GENERAL TERMS AND CONDITIONS APPLYING TO THE RELATIONSHIP BETWEEN ERASMUS CENTRE FOR ENTREPRENEURSHIP BV AND PARTICIPANTS AND/OR COMMISSIONING PARTIES

Article 1 Definitions

- a) 'ECE': Erasmus Centre for Entrepreneurship bv.
- b) 'Study Programme': a course, training programme, coaching programme and/or other form of education.
- c) 'Participant': any individual participating in a Study Programme.
- d) 'Registration': Participant's registration for a Study Programme whereby an agreement is entered into between ECE and Participant.
- e) 'Course Material': all materials provided by ECE to Participant within the context of a Study Programme.
- f) 'Written': (also) by e-mail, internet or other digital means of communication.

Article 2 Applicability

- a) These general terms and conditions apply to all agreements between ECE and Participant and are an integral part thereof.
- b) Participant accepts these general terms and conditions on Registration. The general terms and conditions can be found on the website of the ECE and are filed with the Chamber of Commerce at Rotterdam under 24469423.
- c) Exclusion of (parts of) these general terms and conditions, amendments and/or supplements thereto, may only be made after obtaining the written consent of ECE.

Article 3 Registration

- a) Registration for a Study Programme takes place using the registration form or proposal for that Study Programme. The completed and agreed / signed registration form or proposal must be sent to ECE by post, e-mail or some other form of electronic communication.

- b) By agreeing to / signing the registration form or proposal Participant and/or a third party obliged to pay for Participant, undertake/undertakes to pay the course fees.
- c) Registration takes place for the entire consecutive study period. No money shall be refunded in the event of premature cancellation.
- d) Participant is registered for a Study Programme after the Registration has been confirmed by ECE in writing.

Article 4 Participants

- a) ECE can lay down entry requirements for Participants for Study Programmes, for instance in relation to previous education and work experience. ECE can also stipulate a registration term and/or limit the number of Participants in a Study Programme.
- b) If Participant in any way hinders the usual course of a Study Programme, ECE can exclude him or her from further participation. In that event the payment obligations with respect to Participant's participation shall remain in force.

Article 5 Compliance

- a) When organising a Study Programme ECE is entitled to deviate from the Announcement if ECE cannot be reasonably required to execute the Study Programme in full as announced.
- b) Any amendments made by ECE shall resemble the original announcement of the Study Programme as closely as possible.
- c) Amendments to a Study Programme may be followed by changes in, for example, price and course material. Participant shall be notified of this in writing.

Article 6 Payment

- a) The course fees shall be paid in one instalment. If the course fees payable are invoiced Participant, or the third party obliged to pay, shall pay the amount invoiced within two weeks of the invoice date provided it is paid before the start of the programme. In case payment has not been received before the start of the Study Programme, ECE retains the right to refuse the participant access to the Study Programme.
- b) ECE reserves the right at all times to require security for payment.

- c) In the event that ECE incurs costs to collect payment of an invoice these costs shall be fully payable by Participant or the third party referred to in article 6a.

Article 7 Cancellation

- a) In the event circumstances so require or the number of applicants for a Study Programme is insufficient, ECE can cancel the Study Programme. It shall inform participants about this as soon as possible but no later than two weeks before the Study Programme is due to commence. In event of cancellation course fees already paid shall be refunded promptly and in full.
- b) The right to participate in a Study Programme arises from a distance contract for the provision of certain services (article 7:46i Netherlands Civil Code). Participant may cancel his participation free of charge within a term of fourteen (14) calendar days after receipt of the written confirmation of the registration, unless the commencement date of the Study Programme is within that term.
- c) Except in the case of cancellation (free of charge) as referred to in 7a and 7b, the following administration/cancellation fees are payable by Participant:
- 50% of the programme fee will be charged until 30 days of the commencement date of the Study Programme;
 - 75% of the programme fee will be charged until 14 days of the commencement date of the Study Programme;
 - thereafter until the start date of the Study Programme 100% of the programme fee;
 - after the start of the Study Programme until the end of the Study Programme 100% of the programme fee.
- d) Cancellations must be sent by email to info@ece.nl. The number of calendar days is calculated from the date upon which ECE received the cancellation.
- e) If Participant has already paid the sum owing to ECE, ECE shall repay the sum owing to Participant, with due observance of articles 7b and 7c, to a bank or giro account indicated by Participant.
- f) In the absence of Participant a substitute may be appointed, subject to prior notification in writing sent to ECE. Where there are entry requirements for participation in the Study Programme the replacement must be approved separately by ECE.

Article 8 Copyright, intellectual property rights, confidentiality

- a) The copyrights and/or other intellectual property rights associated with a Study Programme arranged by ECE and/or the Course Material is/remains the property of ECE and/or teacher(s) of the relevant Study Programme.
- b) Without prior written permission Participant may not use the Course Material except for personal use, or reproduce the Course Material in any way and/or sell and/or make it available to third parties.
- c) During a Study Programme, Participants may be exposed to confidential information related to the personal and/or business situation of fellow participants. Participants agree not to disclose such information to external parties or individuals, nor to use any such information other than for purposes directly related to the Study Programme.

Article 9 Name and address details

By completing the registration form you consent to Erasmus Centre for Entrepreneurship, storing and processing the personal data you have provided in accordance with our [privacy statement](#) that is published on the website of ECE. We will use this information to keep you updated about the programmes requested for administration and sales analysis. We do not pass your details to third parties to use. You may opt out at any time by emailing info@ece.nl

Article 10 Liability

- a) ECE exercises great care when composing the Course Material it provides. However, ECE does not guarantee the completeness and the correctness of this Course Material. Liability for damage arising from any decision or action based on the Course Material and/or information otherwise provided within the context of the Study Programme is excluded.
- b) Liability on the part of ECE in respect of any damage incurred by Participant due to the cancellation of (parts of) a Study Programme is also excluded.
- c) If Participant incurs damage in respect of which ECE is liable, that liability shall at all times be limited to a maximum amount that is equal to the fee payable by Participant on the basis of the agreement with ECE.

Article 11 Termination

ECE can terminate the agreement with Participant in the event that Participant fails to fulfil an obligation arising from the agreement, or fails to do so on time and after receiving a warning from ECE continues in this failure to comply.

Article 12

If ECE cannot invoke (part of) a provision in these general terms and conditions, they shall otherwise remain applicable.

Article 13 Applicable law, disputes

- a) All agreements with ECE are governed exclusively by the law of the Netherlands.
- b) All disputes in connection with the agreement concluded between Participant and ECE shall fall within the jurisdiction of the competent court at Rotterdam.

**General Terms and Conditions of the Erasmus Centre for Entrepreneurship bv,
applying to registrations starting 18th February 2017 and after.**

Erasmus Centre for Entrepreneurship BV

Erasmus University Rotterdam

Burgemeester Oudlaan 50

3062 PA Rotterdam

Tel: +31 (0)10 302 1331

info@ece.nl

Visiting address: Marconistraat 16, 3029 AK Rotterdam, the Netherlands

