

# General terms and conditions applicable to courses of DRIFT Transition Academy, part of DRIFT BV.

## ARTICLE 1 DEFINITIONS

The meanings set out below are assigned to the words and/or expressions indicated below with a number, unless expressly stipulated otherwise in these General Terms and Conditions of DRIFT BV Transition Academy, hereinafter referred to as 'TAC'.

1. 'Announcement': provisional information drawn up by TAC for the purpose of Application or Assignment with regard to the organization and content of a Training.
2. 'Registration': registration of the Participant for a Training with which an agreement is entered into between TAC and the Participant.
3. "Terms and Conditions": An article or provision of these TAC General Terms and Conditions.
4. 'Certificate': proof that the Participant has successfully completed the Training.
5. 'Course Fee': the gross invoiced course price, including VAT (if applicable);
6. 'Course Material': all material that TAC makes available to the Participant in the context of a Training.
7. 'Participant': any person who participates in a Training.
8. 'Invoice date': date on which a payment request is (also) sent by post, e-mail, internet or other electronic medium.
9. 'Education': a Course, Training, Program and/or other educational activity organized by TAC.
10. 'Written': by e-mail or by post.
11. 'Study period': the period from the first to the last meeting of a Study Programme.
12. 'TAC': the Transition Academy, part of DRIFT BV.

## ARTICLE 2 APPLICABILITY

1. By Registering for a Course, the Participant accepts the General Terms and Conditions.
2. The General Terms and Conditions apply to all agreements between TAC on the one hand and the Participant on the other hand and form part thereof.
3. The applicability of the general terms and conditions used by the Participant is hereby expressly excluded.
4. Exclusion of (parts of) the General Terms and Conditions, as well as amendments and/or additions thereof, is only possible after Written consent from TAC.
5. The General Terms and Conditions can be found on the DRIFT website: <https://drift.eur.nl/academy/terms-conditions-complaints/>

## ARTICLE 3 NOTIFICATION

1. Registration for a Course takes place by means of a registration form. The Registration Form must be completed on the appropriate page of the DRIFT website and sent to TAC.
2. All TAC registration forms are to be regarded as non-binding offers.
3. The Participant is considered registered for a Course after the registration has been confirmed in Writing by TAC. Participation becomes final upon payment of the invoice.
4. By submitting the registration form, the Participant undertakes to pay the Course Fee.

## ARTICLE 4 PARTICIPANT

1. TAC can impose admission requirements on the Participant for Training, for example with regard to prior education and work experience. TAC can also set a term for registration and/or set limits on the number of Participants in a Course.
2. TAC can set conditions for the Participant of a Training to receive a Certificate. These terms and conditions are announced in advance via the website and/or the brochure of the relevant Training.
3. If the Participant disrupts the usual course of a Training in any way, TAC can exclude him/her/them from further participation. In that case, the payment obligation with regard to participation of the Participant remains in effect.

## ARTICLE 5 COMPLIANCE

1. TAC will make every effort to carry out the Training to the best of its knowledge and ability and to monitor the quality of the Training. TAC determines the Training and may change the Training at any time while monitoring its quality.
2. If TAC considers there to be sufficient reason to do so, TAC may decide to have (part of) the Training performed at a different location, whether or not online, or at a different time than stated in the Announcement.

## ARTICLE 6 PAYMENT

1. By registering for a Training, the Participant undertakes to pay within the applicable payment term of 14 days after the invoice date to a (bank) account number designated by TAC.
2. Payment of the Course Fee is made in one instalment. Spread payment is only possible with a positive Written decision from TAC on a Written request to that effect.
3. Payment of the Course Fee must be made before the start of the Study Period, unless otherwise agreed in Writing. If the Participant cannot meet this obligation, the Participant may be denied access to the Training. In that case, the Participant will not receive a certificate of participation from the Training. In that case, the payment obligation with regard to participation of the Participant remains in effect.
4. TAC reserves the right at all times to demand security for payment.
5. In the event that TAC has to incur costs for collecting an invoice, these costs will be fully borne by the Client or Participant.

## ARTICLE 7 CANCELLATION & BEING INDISPOSED

1. TAC reserves the right to postpone or cancel the Training or parts thereof up to 14 calendar days before the start of the Study Period, if TAC deems sufficient reason to do so. Failure to meet a minimum number of registrations is an example of this.
2. After receipt of the Written confirmation of the Registration, cancellation is only possible In Writing. Cancellation by telephone is not possible.
3. Cancellation by the Participant of a Course is free of charge within 14 calendar days after sending the Written confirmation of the Registration.
4. After the period of 14 days, as stated in Article 7.3, up to 28 days prior to the start of the Training, the participant will owe an administration fee of €250 in the event of cancellation.
5. In the event of cancellation of the Training by the Participant within 28 days prior to or after the start of the Study Period, the Participant is not entitled to a refund of the Course Fee.

6. In case of cancellation of the Training by TAC, the Participant is entitled to a full refund. The Course Fee will then be refunded within 14 days.
7. If the Participant is unable to attend, a replacement can be appointed by the Participant, provided TAC has been notified in writing in advance. In that case, the payment obligation with regard to participation of the Participant remains in effect.

#### **ARTICLE 8 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

1. The copyright on study material and other intellectual property rights related to the setting up and implementation of a Training provided by TAC remain the property of TAC and the teacher(s) of the relevant Training.
2. The Participant is not permitted to reproduce and/or sell the Course Material and/or make it available to third parties without prior Written permission.
3. The Participant, teachers and employees of DRIFT are not permitted to use, multiply or share with third parties the material provided by (other) Participants without the prior Written permission of the relevant Participant.

#### **ARTICLE 9 PRIVACY**

1. The personal data provided by the Participant or Client in the context of the Training, as requested in the Registration Form, will be processed and stored by TAC in accordance with the General Data Protection Regulation (GDPR).
2. The purpose ("Purpose") of the processing of personal data is to organize, implement and evaluate the Training and the associated network and alumni activities. TAC will not use the personal data for any other purpose or make it available to third parties.
3. Only after the Participant has given Written permission can his/her/their personal data be used for a purpose other than that described in 10.2.
4. TAC does not store the Participant's personal data for longer than is necessary for the Purpose and to comply with legal obligations.
5. The participant has the right to inspect his/her personal data and the right to request correction or deletion of his/her personal data. The participant makes a Written request to TAC for this purpose.

#### **ARTICLE 10 CONFIDENTIALITY**

1. Information provided by you about yourself and your business relations, including employer information, is treated strictly confidentially by TAC and/or persons working for DRIFT. TAC conforms to the applicable privacy legislation.
2. The participant is expected to treat information provided by other participants, teachers and/or facilitators about themselves and their business relations, including employer information, confidentially and not to share it with third parties.

#### **ARTICLE 11 LIABILITY**

1. Except in the case of intent or gross negligence on the part of TAC or its management, TAC, irrespective of the legal basis on which the claim of the Participant or Client is based, is only liable for compensation of damage up to a one-off amount of the invoice amount that is payable for participation in the Training.

#### **ARTICLE 12 APPLICABLE LAW, DISPUTES**

1. Disputes related to an agreement concluded between the Participant and DRIFT are first and foremost subject to the complaints procedure as stated on the DRIFT website: <https://drift.eur.nl/academy/terms-conditions-complaints/>
2. Only Dutch law applies to all agreements of DRIFT.
3. If a dispute has not led to a satisfactory result for the Participant after the intervention of the complaints procedure, the Participant can go to the competent court in Rotterdam.

## ADDRESS AND BANKING DETAILS, CHAMBER OF COMMERCE REGISTRATION & VAT NUMBER

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