

Course and Cancellation Terms and Conditions

Section 1: General provisions

Clause 1. Definitions

The following definitions apply in these terms and conditions:

1. Course and Cancellation Terms and Conditions: these course and cancellation terms and conditions for HAS green academy.
2. Contractor: HAS Education Foundation (trading as: HAS green academy) established at Onderwijsboulevard 221, 5223 DE 's-Hertogenbosch. Chamber of Commerce number 41084408.
3. Customer: any Consumer or Business Customer who purchases a product from or takes a Study Programme with HAS green academy.
4. Consumer: any natural person not acting in the capacity of a profession or business who purchases the products supplied by HAS green academy.
5. Business Customer: any natural person acting in the capacity of a profession or business, legal person or other entity that purchases the products supplied by HAS green academy.
6. Study Programme: any study programme, training programme, retraining or continuous education session, course, training session, programme, study or topic-related seminar, workshop or any other form of training provided by HAS green academy. HAS green academy provides a study programme in the form of an In-Company Training Programme or an Open Enrolment Programme. A study programme can be subdivided into one or more study module(s) and can be spread across several years of study.
7. Open Enrolment Programme: a Study Programme that is open to anyone who is interested.
8. In-Company Training Programme: a training programme that is developed in consultation with the Business Customer and tailored to the needs of that specific Business Customer.
9. Distance Sales: An agreement that has been created solely using an organised system for distance sales or distance provision of services without the simultaneous physical presence of the trader and the consumer and exclusively making use, up to and including the moment of entry into the agreement, of one or more means of distance communication within the meaning of Article 230g paragraph 1(e) of the Dutch Civil Code.
10. Catering Costs: costs attributable to the catering provided when taking a Study Programme.
11. Course Materials: training, lesson or instruction materials, documentation, course materials or any other materials of any kind that are used as part of the Study Programme.
12. Examination: a test, written examination or assignment that is given by HAS and forms part of the relevant Study Programme.
13. Examination Regulations: the teaching and examination regulations in force at the time of enrolment for a study programme.
14. Website: the website of HAS green academy: www.has.nl

Clause 2. General

1. These Course and Cancellation Terms and Conditions apply to all offers, work, quotations and agreements made or carried out by the Contractor relating to the provision of a Study Programme by the Contractor.
2. The application of any general (purchase or other) terms and conditions used by the Customer is explicitly excluded, unless the Contractor has consented in writing to their application.
3. Any provisions additional to or varying from these Course and Cancellation Terms and Conditions are not applicable, unless such additional or alternative terms and conditions are explicitly accepted by the Contractor.
4. Any Business Customer with whom an agreement to which these Course and Cancellation Terms and Conditions apply has been entered into on one occasion agrees to the application of these terms and conditions to all further agreements, unless otherwise agreed in writing.
5. The Contractor reserves the right to amend these Course and Cancellation Terms and Conditions at any time. For the Business Customer, the new terms and conditions enter into force immediately from the time of notification of these general terms and conditions to the Business Customer. From that time, the new terms and conditions also apply to any existing agreements between the Contractor and the Business Customer. For the Consumer, the new terms and conditions apply to all agreements that are entered into after the Consumer has been notified of the new terms and conditions.

Clause 3: Offer and acceptance

1. The Contractor's offer to provide a Study Programme is without obligation. Any acceptance of the Contractor's offer by the Customer is irrevocable.
2. The Contractor is only bound if it has confirmed in writing its acceptance of the offer or has commenced performance of the agreement.
3. The Customer shall report any inaccuracies or supposed inaccuracies in the Contractor's order confirmation by notifying the Contractor in writing within five days following the date of the confirmation; if they have not done so, the order confirmation is regarded as a correct and complete representation of the agreement and is binding on the Customer.
4. Oral commitments or agreements made by or with its staff are only binding on the Contractor if and to the extent that they have been confirmed in writing by the Contractor.

Clause 4: Study Programme

1. Unless otherwise agreed in writing, the programme and content of the Study Programme will be determined by the Contractor. For In-Company Training Programmes the curriculum is established following consultation with the Business Customer.
2. The Contractor reserves the right to alter the programme and content of the Study Programme during the term of the agreement.
3. The dates, times and locations for the Study Programme stated in the agreement are indicative. The Contractor is not bound by these dates, times and locations. The Contractor is entitled to make unilateral changes to these dates, times and locations. If the Customer does not agree with this change, the Customer is entitled to terminate the agreement with the Contractor. In that case, the Contractor will refund to the Customer any payment that the Customer has already made.
4. In the case of In-Company Training Programmes, the dates, times and locations will only be changed following consultation with the Business Customer. In that situation, cancellation of the Study Programme and restitution of the payment due to the Contractor is not possible.
5. In the case of a change to the dates, times and/or locations for the Study Programme, the Customer is not entitled to any compensation or payment on the basis of the agreement.

Clause 5. Lecturer/examiner

1. Unless agreed otherwise in writing, the Contractor determines which lecturer and/or examiner gives the Study Programme and/or the Examination. The Contractor reserves the right to replace the lecturer and/or examiner at any time.
2. In the event that a lecturer or examiner involved in the Study Programme is ill or unable to attend, the Contractor will - wherever possible - ensure an equally suitable replacement. If replacement of the

lecturer or examiner turns out not to be possible, the Contractor will, as soon as possible, inform the Customer of this and make a proposal for alternative dates on which the relevant Study Programme will then be given or the Examination will then be held.

3. In the event that a lecturer or examiner is ill or unable to attend, the Customer will not be entitled to any compensation or payment. The Contractor shall not make any extra charge for the provision of teaching days due to a lecturer being ill or unable to attend.
4. The Customer is not entitled to cancel a Study Programme or Examination due to a lecturer or examiner no longer being available or to terminate the agreement early due to a lecturer and/or examiner no longer being available.

Clause 6. Insufficient enrolment

1. If the Contractor considers that the number of enrolments for a specific Study Programme or a specific study module is insufficient, the Contractor is at liberty to cancel the Study Programme or the relevant study module.
2. If the Contractor considers that the number of enrolments is insufficient and the Contractor cancels the Study Programme or a study module in accordance with this clause, then the Contractor will make every effort to arrange for the Study Programme or study module to take place on a later date, provided that there are sufficient enrolments on this new date. If this is not possible, then the Contractor reserves the right to cancel the Study Programme or study module permanently.
3. In the event that the Customer is not able to attend the Study Programme or study module or the Contractor permanently cancels the Study Programme or study module, the Customer is entitled to reimbursement of the payment due from the Customer to the Contractor.

Clause 7: Course Materials

1. The Contractor shall make efforts to deliver to the Customer in advance of the Study Programme all Course Materials that are necessary and/or have been ordered. However, the delivery times stated are approximate and cannot be regarded as strict deadlines. Exceeding the agreed delivery time does not oblige the Contractor to pay compensation.
2. The Contractor is entitled to deliver the Course Materials to the Customer in instalments.

Clause 8: Force majeure

1. If force majeure prevents the Contractor from carrying out the agreement, it is entitled to suspend performance of the agreement. In that case, the Customer is not entitled to compensation for damage, costs or interest.
2. Force majeure includes the following: extreme weather conditions, fire, flooding, accidents, staff

illness or strikes, pandemics, epidemics, operational disruption, transport delays, power outages, cyberterrorism or other cyber attacks, security incidents, (deliberate or other) corruption or loss of data, disruptive statutory provisions, late supply of goods or services by third parties engaged by the Contractor and any other circumstances not dependent on the will of the Contractor.

3. If a force majeure situation applies, the Contractor is entitled to cancel the part of the agreement that is not capable of performance by issuing a written declaration. If the force majeure situation continues for more than six weeks, the Customer is also entitled to cancel the part of the agreement that is not capable of performance by issuing a written declaration.
4. If, at the start of the force majeure situation, the Contractor has already partially satisfied its obligations or is only able to satisfy its obligations partially, it is entitled to invoice separately the part that has already been delivered or is capable of being delivered and the Customer is obliged to pay this invoice as though it related to a separate agreement.

Clause 9. Intellectual property rights

1. All copyrights, model rights, trademark rights, patent rights, plant variety rights, database rights, semiconductor rights, portrait rights, rights to non-original works, domain name rights and other intellectual (or semi-intellectual) property rights (the "**Intellectual Property**") relating to the Study Programme and the Course Materials, their design, preparatory materials and names, and relating to everything that the Contractor develops, designs, manufactures and supplies in that context, accrue to the Contractor.
2. With respect to the Intellectual Property, the Customer is granted only a non-exclusive, non-transferable, non-pledgeable and non-sublicensable right of use, limited to what is necessary for its own use of the Intellectual Property or the items that are the subject of the Intellectual Property, including the Course Materials. Unless provided otherwise in writing, the Customer is not permitted to reproduce, use, store, show to third parties or share with third parties in any way the Intellectual Property or the items that are the subject of the Intellectual Property.
3. Insofar as necessary, and insofar as the Intellectual Property does not already accrue to the Contractor under the law, the Customer hereby transfers (in advance or otherwise) all Intellectual Property to the Contractor for no consideration and hereby delivers the same to HAS green academy, or (if a transfer in advance is not legally possible) the

Customer shall transfer and deliver all such rights to the Contractor for no consideration immediately after they are created. The Customer will provide the Contractor with all cooperation requested and hereby grants the Contractor an irrevocable and unconditional power of attorney to complete all formalities necessary to register (or arrange for the registration of) the Intellectual Property in the name of the Contractor, including but not limited to signing all forms, deeds and agreements, without this involving any costs to the Contractor.

4. Insofar as the Intellectual Property may be acquired by a deposit or registration, only the Contractor is authorised to do so.
5. In the event of a dispute between the Contractor and the Customer concerning the Intellectual Property, the Contractor shall be presumed to be the entitled party, subject to evidence to the contrary from the Customer.
6. For every breach of the provisions of this clause, the Customer must pay to the Contractor a penalty of €10,000, without prejudice to the Contractor's right to compliance and to compensation in full.

Clause 10. Processing of personal data

When collecting and processing (or further processing) personal data belonging to or for the benefit of the Customer in connection with the agreement, the Contractor shall comply with its obligations under the General Data Protection Regulation (GDPR), the Dutch GDPR Implementation Act and, from the date of its entry into force, the ePrivacy Regulation, and any associated laws and regulations, and take appropriate technical and organisational measures to achieve this. More information on how the Contractor deals with personal data is provided in the Contractor's privacy statement.

Clause 11: Disputes

1. All agreements made with the Contractor are subject to Dutch law.
2. Any disputes arising from or associated with the agreement between the Contractor and the Customer will be exclusively determined by the competent court of the District Court of East Brabant, 's-Hertogenbosch location.

Clause 12: Final provision

1. If any one or more provisions of these Course and Cancellation Terms and Conditions are ruled to be non-binding and/or unenforceable, respectively, the remaining provisions remain in full force.
2. No rights may be derived from the titles given to the clauses. These are for reference only.

Section 2: Distance Sales

Clause 13: Applicability

The provisions contained in this section on 'Distance Sales' apply in the case of a Distance Sale to a Consumer, in addition to the 'General provisions' in section 1 of these Course and Cancellation Terms and Conditions.

Clause 14: Prices

1. The prices shown on the Website are in euros and exclusive of VAT. The charges for the Study Programmes and Course Materials are exempted from VAT. The Catering Costs are subject to VAT at 9%. VAT and any delivery charges or other charges payable by the Consumer are stated separately.
2. Unless otherwise stated, the prices shown on the Website include the necessary Course Materials.
3. The Contractor makes an effort to display the correct prices on the Website. In the unfortunate event that a price shown on the Website is incorrect, then the agreement will be carried out on the basis of the price shown on the Website at the time of the order. In that case, the Contractor reserves the right to alter the incorrect price on the Website.
4. Manifestly incorrect prices are not binding on the Contractor. In the event that a manifestly incorrect price is shown on the Website, the Contractor has the right to cancel agreements entered into on the basis of that price and to make a new offer to the Consumer. The purchase price already paid will be refunded to the Consumer.

Clause 15: Payment

1. Unless agreed otherwise, amounts owed by the Consumer must be paid immediately after ordering a Study Programme and/or Course Materials.
2. If the Consumer does not comply with their payment obligation(s) in good time then, after the Contractor has reminded them of their obligations and given them a period of at least 14 days to comply with their payment obligations, they owe statutory interest and out-of-court costs (including debt collection costs) to the Contractor in respect of the outstanding amount. The debt collection costs will be calculated on the basis of the Dutch act and decree on the reimbursement of extrajudicial costs (including debt collection costs).

Clause 16: Right of withdrawal

1. In the case of Distance Sales of a Study Programme or Course Materials, the Consumer has the option to terminate the agreement without giving reasons during a period of 14 days.
2. The period referred to in Clause 16.1 for withdrawal from the Distance Sale of a Study Programme starts on the day on which the agreement is entered into. In the case of Distance Sales of Course Materials, the

period referred to in Clause 16.1 starts when the Consumer receives the Course Materials.

3. Withdrawal from the agreement must take place using the standard form for withdrawal or by means of another unambiguous statement to the Contractor to that effect.
4. If the Study Programme has already started and the Consumer has attended the Study Programme, then the Consumer has explicitly agreed to the performance of the agreement by the Contractor. If the Consumer then terminates the agreement in accordance with this clause, then Clause 17.2 of these general terms and conditions applies mutatis mutandis.
5. During the period referred to in Clause 16.1, the Consumer shall handle the Course Materials and their packaging with care. If, during the period referred to in Clause 16.1, the Consumer uses the Course Materials in a manner that is not necessary in order to establish the nature, characteristics and functioning of the Course Materials, then the Consumer is liable to the Contractor for the reduction in the value of the Course Materials occurring as a result.
6. Following the termination of the agreement for the purchase of Course Materials, the Consumer must send the Course Materials back to the Contractor within 14 days following the notification of the termination of the agreement. The Consumer must return the product in its original state and packaging and in accordance with the instructions given by the Contractor.
7. The cost of returning the Course Materials is payable by the Consumer.
8. Following receipt of the Course Materials returned by the Consumer, or at least following such time as the Consumer demonstrates that they have returned the Course Materials to the Contractor, the Contractor shall refund the purchase price of the Course Materials, including the cost of delivery of the Course Materials to the Consumer. In processing this refund, the Contractor shall use the same payment method that was used by the Consumer when purchasing the Course Materials.
9. If the Consumer chose a delivery method different from the delivery method(s) offered by the Contractor, then the Contractor is obliged to refund to the Consumer the additional costs associated with the delivery method chosen by the Consumer.

Clause 17: Cancellation

1. The Consumer is entitled to give notice at any time to cancel the agreement with the Contractor and withdraw from the Study Programme. In that case, the Consumer must compensate the Contractor for the costs reasonably incurred by the Contractor for the preparation of the Study Programme, with any enrolment fee that has already been paid being deducted from this.
2. If the Study Programme has already started at the time of notice of cancellation and/or cancellation, the

Consumer must pay to the Contractor a fee calculated on a pro rata basis for the Study Programme and/or study modules they have already taken.

Clause 18: Conformity and liability

1. The Contractor undertakes that the products and/or services it supplies comply with what the Consumer is entitled to expect on the basis of the agreement.
2. In any situation in which the Contractor is obliged to pay compensation, such compensation will never exceed the invoice value of the Study Programme and/or the Course Materials supplied as a consequence of which or in connection with which the damage was caused. If the damage is covered by the Contractor's corporate liability insurance, the compensation will also never exceed the amount actually paid by the insurer in that particular case.

Section 3: Study Programmes for Business Customers

Clause 19: Applicability

The provisions contained in this section apply in the case of Study Programmes that are provided to a Business Customer, in addition to the 'General provisions' in section 1 of these Course and Cancellation Terms and Conditions.

Clause 20: Prices

1. The prices quoted by the Contractor or agreed with the Contractor are exclusive of VAT.
2. Unless otherwise indicated, the prices quoted by HAS green academy or agreed with the Contractor include the Course Materials necessary for the Study Programme.
3. Unless otherwise indicated, the prices quoted by the Contractor or agreed with the Contractor do not include the Catering Costs and the Contractor is entitled to charge these to the Business Customer separately.
4. If factors that determine the cost price, such as taxes, wages or prices of goods and/or services including items that the Contractor obtains from third parties (for example costs of Course Materials and/or Catering Costs), change after the offer and/or the creation of an agreement, the Contractor is entitled to revise the prices accordingly.

Clause 21: Payment

1. Unless agreed otherwise in writing, payment of the Contractor's invoices must take place within 15 days following the invoice date and in the manner indicated on the invoice.
2. The Contractor is entitled at any time to demand full or partial payment in advance and/or to obtain security for payment by other means.
3. If the payment does not take place as agreed, the Contractor shall charge the Business Customer interest at 1.25% per month, calculated from the due date of the agreed payment with any part of a month being treated as a whole month and without prejudice to the Contractor's right to claim the damage and/or loss it suffers in full. If the statutory (commercial) interest rate exceeds the interest rate described above, the statutory (commercial) interest rate shall apply.
4. All costs associated with the recovery of the debt are payable by the Business Customer. The out-of-court debt collection costs amount to at least 15% of the amount to be collected, with a minimum of €200.
5. The payments owed by the Business Customer cannot in any way be lawfully compensated or suspended in connection with any debt (or alleged debt) owed by the Contractor to the Business Customer on any grounds whatsoever.

6. The full invoice amount is payable on demand immediately and in its entirety in the event that an agreed instalment is not paid promptly on the due date and in the event that the Business Customer becomes insolvent or applies for a suspension of payments (temporary or otherwise), the statutory debt rescheduling scheme (WSNP) is declared to apply to the Business Customer and/or any seizure or attachment of goods is imposed on the Business Customer. If one of the situations described above occurs, the Business Customer is obliged to inform the Contractor of this immediately. In that event, the Contractor is also entitled to suspend compliance with its obligations in whole or in part until the Business Customer has provided security for the satisfaction of its obligations.
7. Payments made by the Business Customer are applied first to satisfy the costs due, then to satisfy the interest due and then to satisfy the longest outstanding invoices that have become payable on demand, even if the Business Customer states that the payment relates to a later invoice.
8. The Business Customer renounces all entitlement to suspension and setoff. The Contractor is at all times entitled to set off any amounts that it owes to the Business Customer against the amounts owed by the Business Customer to the Contractor, regardless of whether these amounts have become payable on demand.

Clause 22: Cancellation

1. The Business Customer is not entitled to cancel the agreement with the Contractor or a scheduled Study Programme.
2. If despite this the Business Customer cancels the agreement with the Contractor and/or a scheduled Study Programme either in full or in part, then the Business Customer has an obligation to the Contractor to compensate all costs reasonably incurred by the Contractor with a view to the performance of the agreement. The compensation due to the Contractor is calculated as follows:
 - a. In the case of cancellation more than four weeks prior to the start of the Study Programme: 10% of the fee payable to the Contractor;
 - b. In the case of cancellation less than four weeks prior to the start of the Study Programme: 100% of the fee payable to the Contractor.
3. For the purposes of the calculation made pursuant to Clause 22.2, the date of cancellation is the date on which the cancellation was received by the Contractor.

Clause 23: Liability

1. The Contractor is not liable for damage and/or loss to the Customer arising as a result of or connected with the Study Programme and/or Course Materials provided by the Contractor. The Contractor is not therefore liable for direct and/or indirect damage and/or loss, including property damage, intangible loss, loss of income, business interruption loss,

reputational damage and any other consequential loss, arising due to any cause, except in the case of deliberate action or conscious recklessness by the Contractor.

2. Nor is the Contractor liable as described above for the actions of its employees and/or any third parties it engages, including the gross negligence or deliberate action of these persons.
3. The Contractor is not liable for any advice or recommendations it gives to the Customer and/or for whether or not advice or recommendations by the Contractor are adopted. The Customer indemnifies the Contractor for all claims by third parties in connection with advice or recommendations given by the Contractor.
4. In all cases where the Contractor is required to pay compensation, the compensation amount will never exceed the invoice value of the products and/or services supplied as a result of which or in connection with which the damage and/or loss has been caused. If the damage is covered by the Contractor's corporate liability insurance, the compensation will also never exceed the amount actually paid by the insurer in that particular case.
5. Unless acknowledged by the Contractor, any claim against the Contractor will lapse solely due to the expiry of a period of 12 months from the time when the claim arose.