



General Terms and Conditions Stichting Beekestijn Management Educatie

Definitions

Name: Stichting Beekestijn Management Educatie, hereinafter called Beekestijn.

Beekestijn: established in Doetinchem, as are its successors by general or particular title.

Client (read also: student): every natural or legal entity who commissions Beekestijn to supply products, services and/or work, or with whom Beekestijn enters an agreement or with whom Beekestijn is in discussion or in negotiations regarding the conclusion of an agreement.

Education: every order from client, in any form whatsoever.

Agreement: every agreement that is being established between Beekestijn and client, any amendment or addition thereto, as well as all (legal) acts for the preparation and implementation of that agreement.

Services: all work, no matter the form or name (service, accepting of work, lending of personnel, etc.), carried out by Beekestijn for, or on account of a client.

Article 1: Enrolment and acceptance

1. The enrolment for a course of study is only possible by using a form distributed by Beekestijn, and will be for the entire consecutive study period. No administration fees will be charged.
2. Enrolments shall be deemed to be accepted by Beekestijn after Beekestijn has confirmed participation (in writing). The confirmation mentioned will be proof of enrolment.
3. After enrolment, you have a 14-day reflection period. Within this period, cancellation is free, provided that you haven't attended any lectures. Cancellation of enrolment can only be accepted prior to the start of a study, must be done in writing and be sent by registered mail. A client who cancels his or her course of studies up to two months before the starting date will owe €25,- in administration fees. Cancellation between two months and one month before the starting date will cause the client to owe 50% of the tuition. Clients who cancel within one month of the start of the course of studies, will owe the tuition in full.
4. At cancellation, all study materials that have already been sent must be returned by mail and be in undamaged condition.
5. After the start of the studies, cancellation of the enrolment is no longer possible.

Article 2: Beekestijn – final presentations, tests/exams.

1. If an exam, test or final presentation for a certain course of study is being administered by Beekestijn, it will always be a mandatory part of this course of study.
2. Even if the student doesn't participate in or is present at the exam, test or final presentation at Beekestijn, he or she must pay for the fees associated with them.
3. When re-sitting an exam, test or final presentation, the participant/client is once again liable to pay for exam fees.
4. A reassessment (second opinion) of an exam result or final oral exam can only be requested when this exam has been graded as unsatisfactory. In this situation, the student, or client, will always be liable to pay the entailing fee (€95,-) for this reassessment.





Article 3: Identification.

1. During study sessions, a student is required to carry a proof of enrolment as well as a valid ID, and to show this on request of a lecturer or any official of Beeckestijn.

Article 4: Premature termination or deferment.

1. Restitution of part of the tuition will only be granted when a premature termination of the course of study is a result of a serious illness or calamity. Beeckestijn can demand proof in the form of, for instance, a medical certificate. The correspondence about this must be conducted using registered mail.
2. In exceptional cases, Beeckestijn can decide to defer a course of study on request. Deferring a course of study, or not, is for Beeckestijn to decide.
3. Premature termination on grounds of attributable failure will only be permitted following a written notice of default, sent by registered mail.
4. Termination by client can exclusively take place after Beeckestijn has been allowed the opportunity to remedy any shortcomings. Beeckestijn will be liable for any potential costs arising from the corrections of these shortcomings. In the event of termination, the client will accept all costs.

Article 5: Conditions of Payment.

1. Payment should be completed before or on the expiry date, which is stated on the invoice. If payment isn't received in time, the person liable to pay owes 1% interest after the expiry date. In the event of transferring the claim to a third party for collection, all applicable costs, both in and out of court, shall be for the account of the person liable to pay.
2. The costs of the tuition and the payment method are listed in the brochures and on the website of Beeckestijn. The individual student can decide, if and as far as it is described in the brochure of the course of studies concerned, to pay the tuition either in instalments or in full. The chosen method of payment must be indicated on the enrolment form and cannot be changed after enrolment. Payment in instalments is an option for courses with a tuition over € 1.000,-. Payment in instalments will only be possible after a direct debt mandate is given to Beeckestijn. The instalments will then be divided into equated monthly instalments. If, in the event of paying in instalments, any financial obligation under these conditions is not, or not in time, fulfilled, the total claim will become immediately due and payable in full.
3. The payment obligation is transferred from the student to his employer when the fully completed enrolment form, co-signed by the employer, has been received at Beeckestijn. If the company or the institution either doesn't fulfil the payment obligation or expresses it is no longer willing to fulfil it, the payment obligation transfers automatically to the student.
4. All prices are exclusive of 21% VAT, unless specifically stated otherwise.

Article 6: Copyright of study materials

1. Beeckestijn owns the copyright of the study materials it provides and compiles (with the exception of books which are for sale in stores). Nothing from these assignments may be copied and/or published without written consent of Beeckestijn or other authors it may concern.
2. Beeckestijn files the orders it carried out in a way it sees fit, partly because of subsequent accountability, and is vigilant regarding the improper use of the submitted documents.
3. If a student fails imputably in accordance with article 6, he or she shall be entirely liable for all damages sustained and to be sustained by the student to his or her other party.





Article 7: Applicability Terms and Conditions

1. The terms and conditions are applicable to all enrolment activities of Beekestijn. By enrolling, client acknowledges to know and accept the general terms and conditions for enrolment, terms for enrolment and payment and, where applicable, provisions in the Beekestijn brochure in question. These conditions and the provisions in the brochure in question constitute the entire agreement. Changes and/or additions are only possible in writing.

Article 8: The Lectures

1. Before the start of the study programme, the student receives a program of the instruction days or evenings with an overview of sessions and the location where they take place.
2. If Beekestijn decides that the number of participants in the programme is too small in certain locations, Beekestijn reserves the right to, prior to the start of the programme, cancel the programme or to offer it in a different location.
3. For exam requirements set by external examining bodies or for qualitative improvements, Beekestijn reserves the right to make mid-term changes to the study programmes.
4. Beekestijn reserves the right to incidentally derogate from the initial starting months and instruction days for logistical reasons.

Article 9: Unavailability of a lecturer

1. In case of illness and/or absence of a lecturer, Beekestijn will, if possible, find a comparable replacement.
2. If replacement proves to be impossible, Beekestijn will notify the student as quickly as possible. Beekestijn will in that case create alternative dates as soon as possible.
3. In case of illness and/or absence of a lecturer, a student or client is not entitled to compensation (of damages), even if Beekestijn would benefit in any way from the situation of force majeure.
4. Only extra costs for the organisation of instruction days, caused by illness and/or absence of a lecturer, will be carried by Beekestijn.
5. Unavailability of a lecturer cannot be reason for a free cancellation. In the situation described, article 1.3 remains applicable.

Article 10: Business Partners, Guest Lecturers and Guest Speakers.

1. Beekestijn reserves the right to have certain courses provided by an authorised Business Partner.

Article 11: Applicable law; competent court

1. These terms and conditions are exclusively governed by Dutch law. All disputes between parties will initially be submitted to the competent court. A dispute can only be referred to the court if the reasonable consultation, as referred to in article 1.1, has not led to an agreement.
2. These terms and conditions have come into effect on July 1, 2015 and are valid until they are replaced by new or amended regulations.

Thus established in Leusden on July 1, 2015

