

General Terms and Conditions of Academica University of Applied Sciences B.V.

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Definitions

For the purposes of these General Terms and Conditions, the following definitions shall apply:

- A. **Academica:** Academica University of Applied Sciences B.V., having its registered office in Amsterdam and registered with the Dutch Chamber of Commerce under number 60288523;
- B. **Customer:** the natural person or legal entity that enters into an Agreement with Academica;
- C. **Consumer:** a natural person who enters into the Agreement for private purposes and not in connection with the exercise of a trade, business, craft or profession;
- D. **Business Customer:** a natural person or legal entity acting in the exercise of a trade, business, craft or profession, or an institution or other organisation acting in a professional capacity;
- E. **Participant:** the person participating in a programme, training course, course, module or other service provided by Academica;
- F. **Agreement:** the agreement between Academica and the Customer concerning the provision of services.

1. General Provisions

1.1

These General Terms and Conditions apply to the formation, content and performance of all offers, sales, deliveries, services and agreements made or entered into by Academica with, for the benefit of, or on behalf of the Customer.

1.2

Any general terms and conditions of the Customer shall apply to the relevant Agreement only where the Customer has expressly rejected these General Terms and Conditions, in whole or in part, in writing and Academica has expressly accepted that rejection in writing.

1.3

An agreement to exclude these General Terms and Conditions, whether in whole or in part, may not be inferred from the fact that Academica has not responded to a communication from the Customer stating that the Customer rejects Academica's General Terms and Conditions and declares its own terms and conditions applicable.

1.4

Academica hereby expressly rejects all terms and conditions of the Customer. Accordingly, these General Terms and Conditions shall apply unambiguously to any Agreement entered into between Academica and the Customer.

1.5

For the purposes of these General Terms and Conditions, the term "Customer" includes the natural person or legal entity, as well as its legal successors:

- a) that gives Academica an assignment of any nature;
- b) that enters into, wishes to enter into, or is considering entering into an Agreement with Academica;
- c) to which Academica submits an offer or quotation; or
- d) for which Academica performs a service of any nature.

1.6

Any failure by Academica to require strict compliance with these General Terms and Conditions shall not imply that these General Terms and Conditions no longer apply. Academica reserves the right to require strict compliance with these General Terms and Conditions in all cases, whether or not such cases are similar.

If any provision of these General Terms and Conditions is inapplicable, invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect.

1.7

These General Terms and Conditions contain little or no information regarding examination procedures, assessment rules and related matters. For such matters, reference is made to the examination regulations of Academica University of Applied Sciences B.V.

The examination regulations are available in Academica's online environment, to which each Customer or Participant is granted access where applicable.

2. Applicability and Relationship with the NRTO Terms and Conditions

2.1

Academica is a member of the Dutch Council for Training and Education, the Nederlandse Raad voor Training en Opleiding ("NRTO").

2.2

These General Terms and Conditions apply to all offers, enrolments and Agreements of Academica, both with Consumers and Business Customers.

2.3

Where the Agreement is entered into with a Consumer, the NRTO General Terms and Conditions for Consumers in Private Education and Training shall apply in addition to these General Terms and Conditions.

2.4

A Consumer is a natural person who enters into the Agreement for private purposes and not in connection with the exercise of a trade, business, craft or profession.

Where the Agreement is entered into by an employer, company, institution or other organisation, the Agreement shall be regarded as a business-to-business agreement, irrespective of the identity of the person participating in the programme, training course or other educational service.

2.5

In the event of a conflict between these General Terms and Conditions and the NRTO General Terms and Conditions for Consumers, the NRTO General Terms and Conditions for Consumers shall prevail in relation to Consumers, unless the relevant provision of these General Terms and Conditions is more favourable to the Consumer.

2.6

Only these General Terms and Conditions shall apply to Agreements with Business Customers, unless it has been expressly agreed in writing that the NRTO General Terms and Conditions for Business Customers shall also apply.

2.7

The applicable NRTO terms and conditions shall be made available to the Consumer before or at the time the Agreement is entered into and may also be consulted via the relevant link on Academica's website.

3. Quotations, Offers and Related Communications

3.1

All offers, quotations, price estimates and communications issued by Academica, in whatever form, are based on the information supplied by the Customer, interpreted in the broadest sense.

3.2

An offer, quotation, price estimate or communication shall bind Academica only if it has been made directly to the Customer by Academica in writing.

Unless otherwise stated in the relevant offer, quotation, price estimate or communication, it shall remain valid for fourteen days from the date on which it was sent to the Customer.

3.3

After expiry of this period, the relevant offer, quotation, price estimate or communication shall lapse and may no longer be accepted.

Payment after expiry of the fourteen-day acceptance period shall not revive the offer, quotation, price estimate or communication or create any entitlement on the part of the Customer.

3.4

Academica reserves the right to refuse assignments, services, orders and similar requests without stating reasons, or to require advance payment in respect of such assignments, services or orders.

3.5

The provision by Academica of documentation, information or cost estimates shall not constitute an offer or quotation and no Agreement may be formed solely on the basis thereof.

3.6

Participating in a complete course or programme is generally less expensive than purchasing individual modules.

Accordingly, prices quoted for a complete course or programme shall apply only where the Customer or Participant follows and completes the entire course or programme.

4. Formation of Agreements, Acceptance of Assignments and Performance

4.1 Formation of the Agreement

4.1.1

Assignments shall be accepted by Academica and Agreements with Academica shall be formed after Academica has confirmed the relevant assignment or Agreement in writing or by email, or at the time Academica actually commences performance of the relevant activities.

An Agreement shall also be formed where the Customer returns a signed quotation to Academica.

4.1.2

The order confirmation shall be deemed to accurately and fully reflect the content of the assignment or Agreement, unless the Customer objects to the content of the order confirmation in writing within five working days.

4.1.3

An online enrolment form for an individual educational programme, seminar or other education-related activity, once completed and submitted by the Participant, shall be treated as an order confirmation or signed quotation and shall result in an Agreement between the parties.

The Participant shall subsequently receive the study agreement electronically or by other appropriate means.

4.1.4

In the case of services or deliveries for which, due to their nature, scope or urgency, no separate order confirmation is issued, the invoice shall also constitute the order confirmation and shall be deemed to accurately and fully reflect the content of the Agreement.

4.1.5

Academica shall at all times be entitled to engage third parties in the performance of an assignment or Agreement.

4.1.6

Academica shall perform its assignments to the best of its knowledge and ability. Unless Academica has expressly guaranteed a particular result in writing, Academica shall be subject to an obligation to use reasonable endeavours and shall not guarantee the achievement of any particular result.

4.1.7

Academica's services shall be performed in accordance with the agreed structure and budget, as set out in the study agreement, order confirmation, offer, quotation, study guide or other applicable documentation.

4.1.8

Where proper performance of an assignment requires Academica to carry out activities that were not expressly included in the quotation, the assignment shall be deemed to include those additional activities.

Any costs arising from such additional activities shall be charged at Academica's customary rates. Academica shall obtain the Customer's prior written consent before carrying out such additional work.

4.1.9

If there are insufficient enrolments for a programme, Academica reserves the right to cancel that programme.

In such circumstances, Academica may transfer the Participant's enrolment to the next available commencement date for the relevant programme. Participants enrolled in the relevant programme shall be informed of this in writing.

No additional charges shall be imposed solely as a result of such transfer. If the Customer does not agree to the transfer to the next available commencement date, any amounts already paid shall be refunded without interest.

Academica shall not be liable for any loss or alleged loss suffered by a Participant as a result of an unforeseen cancellation or change of venue, unless such loss results from wilful misconduct or gross negligence on the part of Academica.

4.1.10

Academica shall be entitled to obtain information from third parties regarding the creditworthiness of a Customer who has enrolled in a programme.

If the outcome of a creditworthiness assessment is negative, Academica shall be entitled to terminate the study agreement without liability for damages.

4.2 Changes to the Assignment

4.2.1

The Customer acknowledges that the timetable for an assignment may be affected if the parties agree during the performance of the assignment to expand or modify its approach, working method, scope or the resulting activities.

4.2.2

If the Customer issues additional instructions or wishes to amend the existing assignment during its performance, such additional instructions or amendments shall require Academica's consent.

4.2.3

Where an interim change to the assignment or its performance is attributable to the Customer, Academica shall make such adjustments as are necessary to maintain the quality of the services.

If such an adjustment results in additional work, Academica shall confirm that additional work to the Customer as a supplementary assignment.

4.2.4

If, during performance, it becomes apparent that material changes to the original assignment are necessary, Academica and the Customer shall consult regarding the changes to be made, including any consequences for the budget.

4.2.5

Academica may replace an agreed lecturer, supervisor, adviser, consultant or other member of staff where this is necessary due to availability or to safeguard the quality of performance.

In such circumstances, the Customer shall be informed of the replacement in writing or verbally.

4.2.6

Academica shall be entitled to change the location, date or time of the assignment without the Customer's consent where there are compelling reasons for doing so.

Any additional costs incurred by the Customer as a result of such change shall be borne by the Customer, unless mandatory law provides otherwise.

4.2.7

If a study agreement is extended for any reason, Academica shall be entitled to charge additional costs. Such additional costs may be treated as additional work and may include additional tuition fees, lecturer hours, educational expenses and other related costs.

4.3 Liability and Rules Concerning Performance

4.3.1

Academica also provides online continuing education, including but not limited to e-learning programmes.

If an e-learning programme is temporarily unavailable due to external circumstances, including internet outages, failure of a supplier, political measures or the blocking of a domain, Academica shall not be liable for any financial or other consequences arising therefrom.

This exclusion of liability also applies to any extension of the assignment or programme caused by such circumstances.

Only where the online platform becomes permanently unavailable shall Academica offer an appropriate alternative solution.

4.3.2

Article 4.3.1 shall apply equally to programmes, modules or subjects for which an online environment is required in order to participate in the education.

4.3.3

Academica shall be entitled to replace elements of a programme, module, subject or e-learning programme with comparable elements. This includes the replacement of lecturers.

The Customer shall be informed of such replacement. Such replacement shall not in itself constitute valid grounds for terminating the Agreement.

4.3.4

Academica shall be entitled to adjust agreed venue costs if the actual costs incurred are higher than originally agreed.

4.3.5

Academica shall in any event not be liable for:

- a. theft, loss of or damage to personal property belonging to a Participant at Academica's premises, on or around Academica's sites, or during study trips or other activities organised by Academica;
- b. loss of income, loss of turnover, non-material loss or any other indirect or consequential loss.

4.3.6

The Customer shall indemnify and hold Academica harmless against any claims by third parties, including but not limited to fellow Participants, for compensation for loss or alleged loss arising from any act or omission of the Customer.

4.3.7

The Customer must notify Academica in writing of any defect in Academica's performance or any unlawful act by Academica within one year after the Customer discovered, or reasonably ought to have discovered, that defect or act.

Failure to notify Academica within that period shall result in the forfeiture of the Customer's rights in respect of the relevant defect or act, to the extent permitted by law.

4.3.8

If the Customer does not hold Dutch nationality and/or a programme component includes travel abroad, the Customer shall be responsible for obtaining and maintaining all required documentation, including passports, residence permits, visas and insurance.

4.3.9

Academica's total liability for direct, indirect and/or consequential loss shall be limited to the total amount payable under the relevant assignment or, if lower or otherwise applicable, to the amount covered and paid out under Academica's insurance policy.

Any limitation or exclusion of liability shall apply only to the extent permitted by mandatory law.

5. Force Majeure

5.1

Academica shall not be required to perform any obligation under the Agreement if and for as long as it is prevented from doing so by a circumstance that cannot be attributed to Academica pursuant to the law, a legal act or generally accepted standards.

5.2

Force majeure means any circumstance arising beyond Academica's reasonable control that prevents the normal performance of the Agreement.

Force majeure shall in any event include strikes, traffic disruption, transport disruption, business interruption, civil unrest, war, armed conflict, extreme weather conditions and any other circumstance that constitutes force majeure under applicable law.

5.3

Academica reserves the right to invoke force majeure where the event giving rise to the force majeure occurs after the date on which the relevant obligation should have been performed.

5.4

If the force majeure event makes performance of the Agreement permanently impossible, either party shall be entitled to terminate the Agreement with immediate effect.

5.5

If, at the time the force majeure event occurs, Academica has already partially performed its obligations or is able to perform only part of its obligations, Academica shall be entitled to invoice the part already performed or capable of being performed separately, as though it were performed under a separate Agreement, unless that part has no independent value.

5.6

Subject to Article 5.5, Academica shall not be liable for any loss resulting from force majeure.

6. Suspension of the Work

6.1

The Customer shall be entitled to suspend the assignment in whole or in part.

Any invoices already issued by Academica shall remain due and payable notwithstanding such suspension.

6.2

The Customer shall immediately reimburse Academica, without any further notice of default being required, for any costs incurred and any loss suffered by Academica as a result of the suspension.

6.3

If the suspension continues for more than fourteen days, Academica shall also be entitled to demand immediate payment for the work already performed, notwithstanding any payment arrangements to the contrary.

6.4

If the suspension continues for more than twenty-eight days, Academica shall be entitled to discontinue the work in its unfinished state.

In that event, the Customer shall remain liable to pay for the work already completed and to reimburse Academica for all other resulting costs and losses.

7. Withdrawal from a Distance Contract

7.1

A Consumer who has entered into the Agreement at a distance shall have the right to withdraw from or cancel the Agreement in writing, without giving reasons and without charge, during a period of fourteen calendar days following the date on which the Agreement was entered into.

7.2

If the Consumer withdraws from the Agreement in accordance with this Article, the Consumer shall return any educational materials received to Academica as soon as possible using the designated return address.

The return of educational materials shall be free of charge.

Academica shall refund all payments already received from the Consumer as soon as possible and no later than fourteen days after the withdrawal, subject to any lawful deduction for services already performed at the Consumer's express request.

7.3

If the fourteen-day withdrawal period expires after the assignment or programme has commenced and the Consumer expressly requested performance to begin during the withdrawal period, the Consumer shall owe Academica a proportionate amount for the education or services already provided.

8. Termination of the Agreement

8.1

The Customer may terminate the Agreement at any time.

After expiry of the applicable statutory or contractual cooling-off period, such termination may be subject to charges as set out in this Article.

8.2

If the Customer cancels the assignment in writing after expiry of the fourteen-day cooling-off period but before commencement of the assignment, Academica shall be entitled to charge an administration fee of €400.

This provision shall apply only to the extent permitted by mandatory law and the applicable NRTO terms and conditions.

8.3

In addition to the administration fee, Academica may, where permitted by law, charge compensation for loss of turnover during the period between cancellation and commencement of the assignment.

8.4

Academica applies the following cancellation scale:

- a) cancellation up to two months before commencement of the assignment: 5% of the total value of the assignment;
- b) cancellation between two months and one month before commencement of the assignment: 10% of the total value of the assignment;
- c) cancellation between one month and two weeks before commencement of the assignment: 15% of the total value of the assignment;
- d) cancellation less than two weeks before commencement of the assignment: 20% of the total value of the assignment.

8.5

Any contractual right of a Business Customer to cancel without charge during a fourteen-day period shall lapse once, within that period, the Business Customer or Participant has attended the first teaching day, logged in to Academica's online learning environment, MyAcademica, or otherwise used that learning environment.

This provision does not affect any mandatory statutory rights of Consumers.

8.6

If the assignment, course, programme or other educational service has already commenced, the financial consequences of termination shall depend on the nature and circumstances of the relevant service. The most common situations are described below. This list is not exhaustive.

a) Assignments for which all educational materials are made available at the start

This commonly applies to e-learning programmes and may apply to other assignments.

Where such an assignment has commenced and all materials and content have been made available, the Customer shall owe the full amount payable for the assignment, to the extent permitted by law.

In such circumstances, the relevant knowledge and materials have been made available to the Customer and Academica is no longer able to verify whether the Customer has copied or otherwise retained the materials.

b) Educational programmes consisting of modules or subjects

A degree programme, master's programme, MBA or other programme may consist of separate modules and/or subjects.

If the programme has commenced and the Customer terminates the Agreement before completion, the Customer shall in any event owe the fees for all modules or subjects that have already commenced. Because the complete programme has not been completed, the individual module or subject prices may apply instead of the discounted price offered for the complete programme.

Academica may also charge compensation for work already performed in relation to modules or subjects that were ordered but not taken, together with associated loss of profit.

Such compensation shall be estimated at 15% of the individual value of the ordered but untaken modules or subjects, without prejudice to Academica's right to claim further compensation where the actual loss is higher and such compensation is permitted by law.

8.7

If the Participant is unable to attend, the Customer may request that the agreed service be provided to another person, subject to Academica's prior consent and, where applicable, verification that the replacement Participant satisfies the enrolment requirements.

This substitution option shall not apply to an e-learning programme after the original Participant has been granted access, as access rights are personal, charged per Participant and may not be transferred.

8.8

Academica shall be entitled to cancel the assignment in whole or in part where there are compelling reasons for doing so.

In the case of accredited programmes, cancellation before commencement of the complete programme may occur due to insufficient enrolments or demonstrable force majeure.

Academica shall not exercise this right without reasonable grounds.

If Academica cancels the assignment, the amount already paid by the Customer shall be refunded in proportion to the cancelled part. The refund shall be made within no more than thirty days.

Instead of a refund, the Customer may choose to participate in the next edition of the cancelled training course or masterclass at the agreed price, where available.

9. Prices and Payment

9.1

All prices and rates quoted by Academica are, in principle, stated in euros and exclusive of value added tax, unless expressly stated otherwise.

Academica shall inform the Customer in writing which services are subject to value added tax and which services are exempt from value added tax.

Any additional costs arising specifically in relation to an international Customer shall be borne in full by that Customer.

9.2

The Customer shall pay directly to the relevant third party any third-party costs incurred by Academica in connection with the assignment, provided that such costs were expressly identified in advance in the quotation or Agreement.

If payment to third parties is made through Academica, Academica shall be entitled to require an advance payment in respect of those costs.

9.3

Academica shall be entitled to adjust the agreed price if the Customer changes the specifications, information or instructions originally provided.

The Customer shall be bound by such price adjustment and shall not be entitled to terminate the Agreement solely on the basis of that price adjustment, unless mandatory law provides otherwise.

9.4

Any objection to an invoice issued by Academica must be submitted by the Customer in writing, stating the reasons for the objection, within fourteen days after the invoice date.

If no objection is submitted within that period, the invoice shall be deemed to have been accepted, without prejudice to any mandatory statutory rights of Consumers.

9.5

Unless expressly agreed otherwise in writing, all prices and rates are exclusive of:

- a) value added tax, where applicable;
- b) any other taxes, duties or levies imposed in connection with the delivery or performance;
- c) government charges; and
- d) costs incurred in connection with the Agreement, including but not limited to travel and accommodation costs, venue costs, shipping costs and administration costs.
- e) Such taxes, costs, duties and levies shall be charged to the Customer.

If any applicable tax rate or government levy is increased, Academica shall be entitled to pass the increase on to the Customer.

9.6

Immediately after enrolment, or immediately after acceptance of a quotation, the Customer shall receive an invoice from Academica for the agreed assignment.

Each invoice issued by Academica shall be payable within fourteen days after the invoice date.

9.7

The invoice referred to in Article 9.6 is based on the price applicable where the invoice is paid in full in a single payment before commencement of the assignment.

9.8

Payment by instalments shall be permitted only where the Customer has obtained Academica's prior consent before enrolment or acceptance of the quotation.

9.9

Where payment by instalments has been agreed, Academica may charge a higher total price than the price applicable to full advance payment.

Each instalment shall amount to at least the price of one module, or a proportionate part thereof, and must in all cases be paid before commencement of the relevant module.

9.10

Where the Customer has a recurring payment obligation, Academica shall be entitled to adjust its prices and rates annually on the basis of the Services Producer Price Index or other applicable services price index established and published by Statistics Netherlands, the Centraal Bureau voor de Statistiek ("CBS").

The base year for the index shall be 2020, with 2020 equalling 100.

Academica shall also be entitled to adjust its applicable prices and rates annually, whether at the same time as the indexation or at another time. If the Customer does not agree to:

- a) a non-periodic interim rate adjustment; or
- b) in the case of a recurring payment obligation, a rate adjustment exceeding the increase resulting from the applicable CBS services price index, the Customer shall be entitled to terminate the Agreement in writing within thirty days after the Customer became aware, or could reasonably have become aware, of the price adjustment.

Termination shall take effect on the date on which the adjustment would otherwise have entered into force.

Academica shall not be liable to pay compensation as a result of such termination.

9.11

If an invoice issued by Academica has not been paid within the applicable fourteen-day payment period, the Customer shall be in default without any further notice of default being required, except where mandatory consumer law requires a prior notice.

The Customer may subsequently receive a payment reminder containing notice of the applicable statutory debt collection costs.

In the case of a Business Customer, Academica may charge extrajudicial collection costs amounting to 15% of the outstanding invoice amount, subject to the applicable law.

Statutory interest shall accrue from the due date of the invoice. Academica reserves the right to claim additional compensation where permitted by law.

In the case of late payment by a Consumer, extrajudicial collection costs and statutory interest shall be charged in accordance with the applicable statutory requirements, including the Dutch Extrajudicial Collection Costs Act.

Before charging collection costs to a Consumer, Academica shall first issue a payment notice granting the Consumer a final payment period of fourteen days, free of collection charges. The mandatory statutory scale for collection costs shall apply.

10. Intellectual Property Rights

10.1

All materials, content and knowledge made available by Academica shall remain the property of Academica University of Applied Sciences B.V.

All intellectual property rights in such materials, content and knowledge shall vest in and remain vested in Academica University of Applied Sciences B.V. or its licensors.

No intellectual property rights shall be transferred to the Customer or Participant unless expressly agreed otherwise in writing.

10.2

If the Customer infringes this Article, the Customer shall owe Academica an immediately payable contractual penalty of €100,000, without prejudice to Academica's right to claim performance, injunctive relief and/or compensation for the actual loss suffered to the extent that such loss exceeds the amount of the contractual penalty.

This provision shall apply only to the extent permitted by mandatory law.

11. Governing Law and Final Provisions

11.1

All quotations, offers, assignments and Agreements, as well as all legal relationships arising therefrom, shall be governed exclusively by the laws of the Netherlands, including any directly applicable mandatory provisions of European Union law.

11.2

If any provision of these General Terms and Conditions is void, voidable, invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions.

The invalid or unenforceable provision shall be replaced by a valid provision that, within the limits of the law, most closely reflects the purpose and effect of the original provision and what the parties would reasonably have agreed had they been aware of its invalidity or unenforceability.

11.3

Any dispute between Academica and a Business Customer shall be submitted to the competent court of the Amsterdam District Court, unless a different court has jurisdiction pursuant to a mandatory statutory provision.

In relation to Consumers, the court having jurisdiction under mandatory consumer law shall have jurisdiction. Where applicable, a Consumer may also submit a dispute to the competent disputes committee in accordance with the applicable NRTO terms and conditions.

Final Provision

These General Terms and Conditions were adopted on 1 August 2026 and shall enter into force on that date.

The most recent version of these General Terms and Conditions shall apply to Agreements entered into on or after the effective date of that version.

These General Terms and Conditions are available at www.academica-group.com and may be filed with or made available through the Dutch Chamber of Commerce. A copy shall be provided free of charge upon request.