

General Terms & Conditions

1. General Terms & Conditions

1.1 These general conditions apply to all agreements, with respect to the delivery of educational activities to be performed by Universiteit Maastricht Business School (hereafter to be called UMBS), and of all resulting and/or coherent agreements between the client and UMBS, as well as of all offers and orders done by UMBS.

1.2 Stipulations deviating from these terms and conditions only then apply if UMBS confirms these stipulations explicitly and in writing to the client.

1.3 Terms and conditions of the client apply only if UMBS corresponded explicitly and in writing that the terms and conditions of the client will apply.

2. Part A, B and C

2.1 The terms and conditions of UMBS are subdivided in parts with regards to degree programmes (A), open executive courses (B) and consultancy, training and coaching programmes for clients (C).

2.2 UMBS provides only that part of the terms and conditions related to the client's relation with UMBS.

Part B: Open Executive programmes

3. Enrolment for Open Executive Programmes

3.1 Open Executive Programmes are open for registration to each individual who meets the enrolment conditions of the specific course.

3.2 Enrolment for the programme takes place by sending a completely filled out and signed application form to UMBS. Preliminary education conditions are part of the aforementioned section enrolment conditions. The client answers for the correctness, completeness and reliability of the data and information supplied on behalf of the client to UMBS.

3.3 UMBS has the right to decline a request for enrolment if the programme is fully booked, or if the potential client cannot fulfil one of the enrolment conditions. Enrolment can also be declined when the client acts in violation of the other mentioned terms and conditions.

3.4 Enrolment will be granted when UMBS has received the registration fee.

3.5 Open Executive courses will only then take place if UMBS feels there are a sufficient number of registrations.

4. Annulment and Interim Denunciation

4.1 Client's enrolment can only be annulled in writing at the latest three weeks before the start of the course. The client will then be reimbursed with 70% of the registration fee. When the client annuls after enrolment confirmation and less than three weeks prior to the start of the programme, then the client is liable to pay the full registration fee. Annulment fee is not due if an appropriate replacement for the client is found.

4.2 If UMBS changes the start date of a programme - on hold or advance - then the client has the right to annul his or her enrolment. Annulment has to take place within two weeks after the client is notified of the change.

5. Payment conditions

5.1 Payment of the registration fee should be made in full prior to commencement of the programme or within two weeks after receiving the invoice.

5.2 Unless otherwise mentioned, no VAT is due.

6. Intellectual property rights

6.1 All rights with regards to the products of the mind which UMBS and its employees develop for the programme, use or make available, including knowledge, information, information systems and working methods, belong to UMBS if not already belonging to a third party.

6.2 UMBS is exclusively entitled to the recommendations, information and all remaining in the aforementioned section, developed within the framework of the programme. The client obtains only the user rights on this.

6.3 Subject to explicit prior written permission of UMBS the client is not allowed to multiply, reveal or exploit the products of neither the mind nor the recording hereof, nor by integrating third parties.

7. Liability

7.1 UMBS is liable for the damage which is the direct and immediate consequence of a culpable shortcoming in the execution of the programme, yet this contractual liability applies only at most for the amount the client owes for participating in the programme.

7.2 UMBS accepts no liability if it is not or not in time able to fulfil its obligations to the client due to circumstances beyond one's control. Beyond one's control is understood to mean circumstances which prevent the normal execution of operations.

7.3 UMBS accepts no liability for damages and or losses of personal properties of clients during enrolment for the degree programme.

8. Disputes

8.1 Any agreement concluded with the client, its interpretation and the application of these general terms and conditions shall be governed by and construed in accordance with the law of the Netherlands.

8.2 Any dispute between the parties shall be settled by a competent court of law in Maastricht.

9. Final Condition

9.1 In all cases in which these terms and conditions do not provide, the management board of UMBS will seek a fair arrangement with the parties involved.