

General Terms and Conditions Education EIBE

Article 1 - Definitions

The words and/or expressions indicated below with a capital letter shall be assigned the meaning set out below, unless expressly provided otherwise in the remaining text of these General Terms and Conditions.

Announcement:	Preliminary programme information prepared by EIBE for the purpose of Registration with regard to organisation and content of a Programme.
Article:	An article or provision in these General Terms and Conditions.
General Terms and Conditions:	The general terms and conditions as included in this document, which have been established by EIBE.
Participant:	The natural person who participates in a Programme provided by EIBE. The Participant may also be referred to by EIBE as Course Participant.
EIBE:	Erasmus Institute of Business Economics (EIBE) B.V., having its registered office at Burgemeester Oudlaan 50, 3062 PA in Rotterdam, Chamber of Commerce number 24289713, also operating under the name Erasmus School of Accounting and Assurance (hereinafter: ESAA), up to and including 2025 known as EURAC B.V., and being a subsidiary of EUR Holding B.V.. Although Erasmus University Rotterdam (EUR) indirectly holds all shares in EIBE, EIBE is a commercial enterprise and not a direct part of EUR.
Registration Form:	Standard registration form provided by EIBE to the Participant for a Programme, which must be completed by the Participant or jointly by the Participant and the Employer for registration for the Programme in accordance with the provisions of Article 3.2 or Article 3.3.
Programme:	A programme, course, training, learning track and/or other form of education organised by EIBE.
Programme Regulations:	The regulations drawn up by EIBE for a Programme, in which education-related provisions are included.
House Rules:	The rules set with regard to arrangements made, rules of conduct and behaviour, including those derived from the integrity policy of EUR Holding B.V. and endorsed by EIBE.
Agreement:	Any Agreement concluded between EIBE and the Participant on the basis of Article 3.2 and Article 3.3. If the Participant and the Employer jointly conclude an Agreement with EIBE, this is referred to as a Tripartite Agreement. The (Tripartite) Agreement shall also include the Registration Form, these General Terms and Conditions, the applicable Programme Regulations and any additional documents agreed in Writing.
Price of the Programme:	The amount that must be paid by the Participant or the Employer to EIBE as consideration for being able to follow the Programme. This amount may also be referred to by EIBE as tuition fee(s), registration fee, programme price and/or course fee(s).
In Writing:	In written form or "by electronic means" as referred to in Article 6:227a of the Dutch Civil Code.
Tripartite Agreement:	An Agreement concluded between EIBE on the one hand and the Participant and their Employer jointly on the other hand.
Employer:	The legal entity to which the Participant is affiliated.

Article 2 - General

- 2.1 The General Terms and Conditions apply to all legal relationships between EIBE on the one hand and the Participant or the Participant and the Employer jointly on the other hand.
- 2.2 Deviation from the General Terms and Conditions is only possible in Writing, by means of an Agreement signed on the one hand by EIBE and on the other hand by the Participant or the Participant and the Employer jointly.
- 2.3 In the event of conflict or inconsistency between the Dutch text of the General Terms and Conditions and translations thereof, the Dutch text shall at all times prevail.
- 2.4 Applicability of general terms and conditions used by the Participant or the Employer is hereby expressly rejected.
- 2.5 If the Agreement relates to customised education, contract research or advisory, EIBE may deviate in the Agreement from specific provisions of these General Terms and Conditions, including but not limited to Article 6 (Cancellation) and Article 8 (Complaints).

Article 3 - Formation of the Agreement

- 3.1 All Announcements and Registration Forms of EIBE are non-binding offers.
- 3.2 An Agreement between EIBE and the Participant shall be concluded for the duration of the Programme as soon as EIBE has received the Registration Form fully and truthfully completed by the Participant and has confirmed the registration of the Participant in writing on that basis.
- 3.3 A Tripartite Agreement between EIBE on the one hand and the Participant and the Employer on the other hand shall be concluded for the duration of the Programme as soon as EIBE has received the Registration Form fully and truthfully completed jointly by the Participant and the Employer and has confirmed the registration of the Participant in writing on that basis.
- 3.4 EIBE may refuse participation of the Participant in the Programme if the maximum number of Participants for the Programme would be exceeded by participation of the Participant or if the Participant, in EIBE's reasonable opinion, does not meet any applicable admission requirements for the Programme.
- 3.5 EIBE is entitled, when organising a Programme, to deviate from the Announcement if it cannot reasonably be required that it executes the Programme unaltered as announced (for example when there is a case of typing errors, force majeure or too small a number of registrations). Changes may relate to the time frame or location(s) of the Programme, the structure of the Programme and the Price of the Programme. EIBE shall inform the Participant or the Participant and the Employer in Writing of any changes.
- 3.6 Before the start of the Programme, the Participant or, in case of a Tripartite Agreement, the Employer may submit a request in Writing to EIBE to replace the Participant with another Participant. EIBE shall cooperate with such request, provided that the other Participant:
 - a. meets the admission requirements set by EIBE for the Programme, and
 - b. agrees in Writing with taking the place of the Participant in the (Tripartite) Agreement.

In that case, the natural person shall, after Written confirmation by EIBE, be deemed to be the Participant for the purposes of the (Tripartite) Agreement and these General Terms and Conditions.

Article 4 - Structure of the Programme

- 4.1 The Programme shall take place at a location and time determined by EIBE, unless otherwise agreed in Writing.
- 4.2 EIBE reserves the right to postpone (parts of) the Programme if sufficient reasons are deemed to be present by EIBE. The Participant shall be informed thereof within a reasonable period in Writing by EIBE.

Article 5 - Price and payment

- 5.1 The Price of a Programme is exclusive of VAT and exclusive of the literature and (educational) materials required for the Programme, unless otherwise indicated in Writing by EIBE. The Price of a multi-year Programme be adjusted by EIBE each calendar year.
- 5.2 From the Agreement between EIBE and the Participant, or the Tripartite Agreement between EIBE on the one hand and the Participant and the Employer on the other hand, follows the obligation to pay the Price of the Programme plus any additional costs as specified in the (Tripartite) Agreement. The obligation to pay is expressly not dependent on whether the Programme can or will be followed.
- 5.3 Payment by the Participant or, in case of a Tripartite Agreement, the Employer shall take place in one instalment. Payment in instalments is only possible upon a positive decision of EIBE on a request submitted in Writing to that effect. Set-off, discount or suspension on the basis of an actual or alleged shortcoming by EIBE is explicitly excluded for this payment obligation of the Participant or the Employer.
- 5.4 Payment by the Participant or the Employer shall take place exclusively in Euro currency. Any transaction costs shall be at the expense and risk of the Participant or the Employer.
- 5.5 Payment by the Participant or the Employer shall take place within 30 calendar days after invoice date and before the start of the Programme, by transfer to a bank account indicated by EIBE, unless otherwise agreed in Writing.
- 5.6 In case of exceeding the payment term referred to in Article 5.5, the Participant or the Employer shall, without prejudice to the other rights of EIBE and without a prior notice of default being required, owe statutory interest on the outstanding invoice amount up to the moment of full payment. All invoices not yet paid shall become immediately due and payable and all consequences of non-performance shall take effect immediately.
- 5.7 All extrajudicial costs, expressly including the costs incurred for drafting and sending reminders, conducting settlement negotiations and other acts to prevent and prepare for a possible judicial procedure, as well as all judicial costs, which EIBE has incurred as a result of non-performance by the Participant or the Employer, shall be at the expense of the Participant or the Employer.
- 5.8 If payment by the Participant or the Employer has not taken place in accordance with the provisions of Articles 5.1 to 5.7, EIBE reserves, without prejudice to its the rights, the right to refuse the Participant access to the Programme until the moment at which payment has taken place in accordance with these Articles. This right also includes the right of EIBE to suspend the issuance of a certificate or proof of participation until full payment has taken place. EIBE shall inform the Participant thereof in Writing.
- 5.9 Payments of the Participant or the Employer shall first serve to satisfy the costs referred to in Article 5.7, subsequently to satisfy the statutory interest owed on the basis of Article 5.6 and shall thereafter be deducted from that part of the principal sum which EIBE designates, irrespective of any instructions to the contrary from the Participant or the Employer in this respect.

Article 6 - Cancellation

- 6.1 The Participant has a cooling-off period of 14 calendar days from the moment that the Registration Form has been received by EIBE. In the event of cancellation in Writing by the Participant within this cooling-off period, no costs shall be charged, unless the Participant has already participated in the Programme within this cooling-off period, in which case EIBE shall invoice the costs pro rata.
- 6.2 With regard to an Agreement concluded between EIBE and a Participant, the Participant may terminate this Agreement before its completion. With due observance of Article 6.1, EIBE shall cooperate with such a request, with the understanding that:
 - a. In case of termination of the Agreement up to one month before the start of the Programme, € 250 administration costs shall be charged by EIBE;
 - b. In case of termination of the Agreement up to two weeks before the start of the Programme, 25% of the Price of the Programme shall be charged by EIBE;
 - c. In case of termination of the Agreement up to one week before the start of the Programme, 50% of the Price of the Programme shall be charged by EIBE;
 - d. In case of termination of the Agreement at a later moment, the full Price of the Programme shall be charged by EIBE, minus the costs of catering during the part of the Programme which will then no longer be used by the Participant.
- 6.3 The charging by EIBE of the amounts referred to in Article 6.2 under sub b up to and including sub d must be seen from the fact that the Price of the Programme is not dependent on the number of teaching days offered and neither on the result of the Participant during the Programme or on other variables. The Price of the Programme is based on the Programme as a whole, for the full duration of the Programme. The Price of the Programme serves to cover costs for EIBE which relate to the entire programme and which cannot be divided per period. At the moment that the Programme starts, the majority of the costs for the Programme have already been incurred by EIBE or obligations have already been entered into by EIBE. As stated in Article 5.1, the starting point is payment of the Price of the Programme in one instalment. Any payment in instalments on the basis of Article 5.3 therefore has no connection whatsoever with the education already followed or still to be followed at the moment of payment.
- 6.4 With regard to a Tripartite Agreement concluded between EIBE and a Participant and their Employer, this cannot be terminated in the interim. In that case, EIBE explicitly excludes the application of Article 7:411 of the Dutch Civil Code.
- 6.5 EIBE reserves the right not to let the Programme proceed if sufficient reasons are deemed to be present by EIBE (for example insufficient registrations or failure of an essential lecturer). The Participant shall be informed thereof within a reasonable period before commencement of the Programme in Writing by EIBE.
- 6.6 EIBE shall repay any amount already paid, insofar as not due, to a bank account to be indicated for that purpose in Writing by the Participant or the Employer, if:
 - a. The Participant or their Employer terminates the Agreement on the basis of Article 6.1 or Article 6.2, or
 - b. EIBE terminates the Agreement on the basis of Article 6.5.
- 6.7 EIBE is entitled to deny the Participant access to the Programme or to terminate the Agreement if the Participant, in EIBE's reasonable opinion, does not or insufficiently complies with the rules as referred to in Article 7.2 and Article 7.3. In that case, no right arises for the Participant or the Employer in case of a Tripartite Agreement to (partial) refund or waiver of the Price of the Programme.

Article 7 - Performance of the Agreement

- 7.1 EIBE shall make reasonable efforts to perform the Agreement to the best of its knowledge and ability and to safeguard the quality of the Programme. EIBE determines the Programme and may change the Programme at any time while safeguarding its quality.
- 7.2 The Participant is obliged to strictly comply with the rules prescribed by EIBE, including in any case these General Terms and Conditions and, where applicable, the Programme Regulations. In case of any contradictions, the provisions of the General Terms and Conditions shall prevail.
- 7.3 The Participant must, in addition to the rules as mentioned under Article 7.2, also comply with the rules, guidelines and instructions of Erasmus University Rotterdam with regard to the proper course of affairs on the grounds and in the buildings of the university, as well as responsible use of the facilities of the university.

- 7.4 A certificate or proof of participation provided by EIBE has exclusively the character of a confirmation that the Participant has followed (parts of) the Programme and, insofar applicable, has completed it successfully. Such a certificate does not constitute a diploma, degree or legally recognised professional qualification within the meaning of the Higher Education and Scientific Research Act (WHW) or other laws and regulations.
- 7.5 If and insofar a Programme is recognised by a professional association or other external body, this recognition relates exclusively to the Programme as such and not to the certificate issued by EIBE. The consequences of such recognition, including the awarding of PE points or comparable rights, are determined exclusively by the relevant professional association or body and fall outside the responsibility of EIBE. The Programme Regulations may include whether and under which conditions a Programme is recognised.

Article 8 - Complaints and claims

- 8.1 EIBE shall provide the Participant and the Employer in case of a Tripartite Agreement with information in Writing about any specific complaints procedure for the Programme. If no specific complaints procedure is provided, the general complaints procedure of EIBE shall apply: www.eur.nl/eibe/over-eibe/klachtenprocedure.
- 8.2 The Participant or the Employer are not entitled to suspend payment to EIBE with regard to the Programme on the sole ground that a complaint and/or claim has been submitted.
- 8.3 Claims or defences based on the assertion that the performance of the Agreement does not correspond to what the Participant or the Employer could reasonably expect shall lapse after the expiry of 1 (one) calendar year after completion of the Programme.
- 8.4 The Participant may, in case of serious irregularities which cannot be resolved in mutual consultation between EIBE and the Participant, consult the independent confidential counsellor of EUR Holding.
- 8.5 Without prejudice to the provisions in this Article, it applies that for reports and complaints regarding (alleged) undesirable behaviour, (suspected) irregularities or (alleged) violations of scientific integrity, the Integrity Regulation EUR Holding 2021 applies. This regulation provides, inter alia, for:
- access to an independent confidential counsellor;
 - the possibility to submit a formal complaint;
 - investigation by an independent complaints committee; and
 - advice to the management of EIBE, followed by a reasoned opinion.

The applicable Integrity Regulation has been published on the website of EUR Holding.

Article 9 - Liability

- 9.1 Except in the case of intent or gross negligence of EIBE, EIBE shall, regardless of the legal ground on which the claim of the Participant or the Employer is based, only be liable for compensation of damage up to a maximum of the invoice amount that has been paid by the Participant or the Employer for the Programme.
- 9.2 EIBE shall, regardless of the legal ground on which the claim of the Participant or the Employer is based, never be liable for consequential damage, including in any case but not limited to lost profit, suffered losses and incurred costs, missed assignments, missed savings, damage due to production or business interruptions or stagnation and damage as a result of lost working and/or travel time.
- 9.3 EIBE shall never be liable for loss, theft and/or damage to property of the Participant, regardless of where the Programme takes place.
- 9.4 EIBE shall, regardless of the legal ground on which the claim of the Participant or the Employer is based, not be liable for damage caused by or on account of its subordinates or non-subordinates or third parties that it engages in the performance of the Agreement, except in the case of intent or gross negligence.
- 9.5 EIBE exercises great care in compiling educational material but does not guarantee the completeness or timeliness thereof. EIBE is not liable for damage resulting from decisions that have been taken based on the educational material.
- 9.6 EIBE stipulates all statutory and contractual rights and defences, which it can invoke for the purpose of limiting its own liability, also for the benefit of all those who are involved in the performance of the Agreement.
- 9.7 EIBE may engage third parties in the performance of the Agreement and is at all times entitled to invoke any limitations of liability of those third parties towards the Participant or the Employer.

Article 10 - Force majeure

- 10.1 If proper performance by EIBE as a result of one or more circumstances, which are not for the account of EIBE, including the circumstances mentioned in Article 10.2, is wholly or partially, temporarily or permanently impossible, EIBE shall have the right to suspend the performance of the Agreement, or to terminate the Agreement wholly or partially, including with immediate effect, or to provide the Programme wholly or partially online if physical performance is reasonably not possible, without being obliged to pay compensation for damage.
- 10.2 Circumstances which in relation to this Article in any case are not for the account of EIBE are: absence or hindrance of essential guest lecturers, strike, import, export and/or transit prohibitions of aids required for the Programme, transport problems, non-performance of obligations by suppliers of EIBE or transport companies, natural and/or nuclear disasters, pandemics, war and/or threat of war, terrorist actions and/or attacks.
- 10.3 EIBE shall inform the Participant or the Employer as soon as possible about the existence of a force majeure situation and indicate to what extent it is able to perform the Agreement.

Article 11 – Intellectual property rights

- 11.1 The Participant and their Employer may, only after prior Written consent of EIBE, make use of logos, patents, copyrights or any other intellectual property rights of EIBE in the context of this Agreement.
- 11.2 Intellectual property rights rest on the course material provided by EIBE for the Programme which belong to EIBE or third parties. Nothing from or of the material provided by EIBE may be reproduced, stored in an automated data file or any data carrier, made public or made available to third parties, without the prior Written consent of EIBE.
- 11.3 It is prohibited for the Participant and their Employer to disclose confidential information obtained from EIBE in any manner whatsoever to third parties, except insofar as required by applicable law.

Article 12 - Privacy

- 12.1 EIBE processes personal data in the context of the performance of the Agreement in accordance with the General Data Protection Regulation (GDPR).
- 12.2 Further information about the nature, purposes, legal grounds and retention periods of the processing of personal data, as well as about the rights of data subjects, is included in the privacy statement of EIBE, which can be consulted via the website of EIBE: www.eur.nl/eibe/over-eibe/privacystatement.
- 12.3 The campus of Erasmus University Rotterdam is secured by cameras. The Participant must consult the Camera Surveillance Regulations on the website of the university for privacy-related provisions.
- 12.4 The Participant undertakes to handle personal data of fellow participants in an appropriate manner and in line with the GDPR.

Article 13 – Export control and sanctions regimes

- 13.1 The Participant and, where applicable, their Employer declare that their participation in the Programme is not in conflict with applicable national or international export control regimes, sanctions legislation or trade restrictions, including but not limited to sanctions regimes of the European Union and the United Nations.
- 13.2 EIBE is entitled to suspend the performance of the Agreement or to terminate the Agreement with immediate effect if participation in the Programme, in EIBE's reasonable opinion, would lead to conflict with such regulations.
- 13.3 In such a case, EIBE shall not be obliged to compensate damage or costs and no refund of amounts already paid shall take place, insofar as permitted under mandatory law.

Article 14 - Partial nullity | Conversion

If any provision of these General Terms and Conditions shall be wholly or partially invalid, unlawful, non-binding or unenforceable, the remaining provisions of the General Terms and Conditions shall remain in force. Parties shall do everything possible to reach agreement on a new provision that deviates as little as possible from the invalid, unlawful, non-binding or unenforceable provision, taking into account the content and purpose of the General Terms and Conditions.

Article 15 - Applicable law; dispute resolution and competent court

- 15.1 Dutch law shall apply exclusively to all legal relationships between EIBE and the Participant or the Employer.
- 15.2 Only if a dispute has not been resolved to the satisfaction of the Participant, following a complaints procedure as referred to in these General Terms and Conditions, may the Participant or the Employer turn to the civil court.
- 15.3 The competent court in Rotterdam shall have exclusive jurisdiction over all disputes that may arise between EIBE and the Participant or the Employer arising from or in connection with the Agreement or the performance of the Agreement, as well as in connection with these General Terms and Conditions.

Article 16 - Final provisions

- 16.1 The full title of these General Terms and Conditions is General Terms and Conditions Education EIBE
- 16.2 The citation title is abbreviated as: AV OW EIBE.
- 16.3 The AV OW EIBE are valid from 15 May 2026.
- 16.4 The AV OW EIBE have been filed with the Chamber of Commerce Rotterdam on 11 May 2026 under number 24289713.
- 16.5 The AV OW EIBE have been published on the website of EIBE.
- 16.6 EIBE is entitled to amend these General Terms and Conditions. Amendments to the General Terms and Conditions are also applicable to ongoing Agreements. Substantive amendments that adversely affect the legal position of the Participant shall only apply to new Agreements.
- 16.7 For Participants acting as consumers within the meaning of Article 6:230g of the Dutch Civil Code, it applies that EIBE only, in the event of a substantive amendment of these General Terms and Conditions that materially and adversely affects the legal position of the Participant, offers the Participant the possibility to terminate the Agreement in Writing. There is in any case no material and adverse effect if the amendment:
 - a. is of an administrative or editorial nature;
 - b. results from changes in laws or regulations; or
 - c. has no consequences for the Price, the nature, duration or content of the Programme.

In case of a legally valid termination on the basis of this paragraph, repayment shall take place in accordance with Article 6 of these General Terms and Conditions.