

General Terms and Conditions concerning the purchase of services offered by the Erasmus School of Economics through its web shop.

### **Article 1 (Definitions)**

1. Applicant: the natural person who is entitled to a service from the web shop and who requests this service through the web shop.
2. Service provider: the Erasmus School of Economics, residing in Rotterdam, known hereafter as ESE, which offers services through its web shop.
3. Service: an article from the web shop that can actually be described as a request for the provision of a service. It is assumed that applicant is entitled to receive that service and that the service provider is authorised to provide the service for the benefit of the applicant, where applicable in compliance with the regulations included in the OER and the R&R of the programmes for which applicant is registered.
4. Period: the period during which a service may be requested depends on the rules that have been set for that purpose by the ESE. If a service can also be acquired through the information desk and there is a period within which that service may be acquired, the same period applies in the web shop, with the understanding that this service may only be validly acquired until midnight of the last day that this service may be acquired through the information desk.
5. Contract Education: contract education organised by the ESE by means of Erasmus Lectures.
6. Contract Education Material: all the material made available to the applicant by the ESE in the context of the contract education offered. Copyrights apply at all times.

### **Article 2 (Scope)**

1. These General Terms and Conditions apply to all the services offered by the ESE in its web shop.
2. Deviation from the first paragraph is only permissible by means of a written agreement.
3. By taking a service from the web shop the applicant accepts these general terms and conditions.
4. In addition, the General Terms and Conditions of the EUR apply.

5. General Terms and Conditions or any other terms of the applicant are hereby explicitly excluded.

### **Article 3 (Services)**

1. The web shop offers the following services:
  - a. The service to grade an examination for which the applicant states that he has not been enrolled but is entitled to sit and to book the grade achieved in OSIRIS, if the applicant is indeed entitled to take that exam.
  - b. The service to enrol the applicant for a tutorial, for which the applicant states that he has not yet enrolled but for which he is eligible to register, if the applicant is indeed entitled.
  - c. To draw up a Ranking Statement in the name of the applicant.
  - d. Following a course or pre-master programme by an applicant who does not have a valid registration with a Dutch academic institution. The ESE may set admission requirements for following the contract education.
2. The services offered are time dependent.
3. The services delivered in the web shop are customised, tailored to the individual applicant and the programme to which the applicant is entitled, or the applicant's prior knowledge. Therefore, the services are not transferrable to other parties. In addition, the services under paragraphs 1 a to c shall be carried out immediately.
4. The services under paragraph 1 a, b and d relate to an obligation of effort and not an obligation of outcome.

### **Article 4 (Applicant)**

1. An applicant may only rightfully acquire services from the web shop for the programme to which he is entitled under the OER and the R&R and for which applicant is enrolled with the ESE.
2. When acquiring a service from the web shop, applicant himself must ensure that he is entitled to this service.
3. The acquired service is customised to the individual applicant. Applicant may only acquire a service through the web shop for himself and not for another party.

## **Article 5 (Compliance)**

1. Insofar as the applicant is entitled to the compliance of a service, the ESE shall make every effort to do so.
2. The ESE obliges to act according to the information it has made available on its website regarding performance of services.
3. The ESE reserves the right to revise or suspend the provision of the service without disclosing the reasons. The ESE also reserves the right to revise the pricing accordingly.
4. Should changes to the provision of services occur whereby the ESE is unable to fulfill the agreements made on key issues, then it will look for a suitable solution. If a suitable solution cannot be found then a whole or partial refund shall be given.
5. If the ESE is unable to fulfil her obligations with regard to provision of services, and the reasons for this lie solely with the ESE, then a whole or partial refund shall be granted.
6. If, after or during the performance of a service, it appears that, due to irregularities (partly) attributable to applicant, a measure is imposed on the applicant on behalf of the EUR, the ESE or another authorised body linked to these legal persons, resulting in the withdrawal of a requested service, then payment for this service shall remain due.

## **Article 6 (Payment)**

1. If applicant requests the provision of a service by paying for it through the web shop then applicant agrees to the amount to be paid for this service.
2. Payment for a requested service is made in advance in the web shop.
3. Once the provision of a service has commenced, restitution is no longer possible. Not even if the applicant was not entitled to the service or the service is no longer desired.
4. The ESE reserves the right to request security for payment at all times.
5. If applicant withdraws his payment or reverses it in any other manner, after the ESE has commenced provision of the service, then the applicant remains liable for payment.
6. Where the ESE incurs expenses for the collection of a claim against applicant, then these expenses will be charged wholly to the applicant.

## **Article 7 (Cancellation/Withdrawal)**

1. Only the service mentioned in article 3 paragraph 1 d is eligible for cancellation or withdrawal by parties.

2. The withdrawal of the service mentioned in paragraph 1 may occur, without giving any reason, for a period of fourteen days, commencing on the day that the confirmation email that the service was purchased was sent from the web shop.
3. If, due to circumstances, the ESE is forced to cancel the service mentioned in paragraph 1, she shall inform applicant immediately of this in writing and refund the payment to applicant as quickly as possible.
4. If, due to circumstances, applicant is forced to cancel the service mentioned in paragraph 1, then he shall inform the ESE immediately of this in writing. For cancellation up to the week prior to commencement of the course, €50 administration costs will be charged. No refund will be given for cancellation in the week the course commences.
5. Cancellation of a service as mentioned in article 3 paragraph 1 a to c is not possible. This is because the service is both time and person dependent so due to its nature and the fact that the service has commenced immediately, it cannot be reversed or withdrawn.
6. In general, money refunds are given in cash at the information desk (H6-02) during opening hours.

#### **Article 8 (Name and address details)**

In connection with the provision of a service, it is possible that the ESE may give the applicant's details that are in its registration systems to other employees of EUR involved in the provision of the service concerned.

#### **Article 9 (Liability)**

1. The ESE shall carry out its duties to the best of its ability.
2. The ESE and other employees of the EUR who are involved in the provision of the service shall take every care in compiling the contract education materials made available to the applicant. However, the ESE cannot be held responsible for the completeness and correctness of this contract education material. The ESE therefore accepts no liability for damages arising from any decision or action based on the contract education material.
3. If applicant suffers damages as a result of negligence on the part of the ESE, one of its employees or (a) teacher(s) hired by her or anyone else employed by the EUR involved in the provision of the service, then any liability of the ESE is at all times limited to a

maximum amount, equal to the amount that the applicant is liable to pay under the contract with the ESE.

4. ESE accepts no liability for possible damages incurred by applicant or that may incur as a result of cancellation of the service.

#### **Article 10 (Termination)**

1. ESE is at all times entitled to terminate the contract with the applicant immediately and without legal intervention if it is clear to the ESE that applicant cannot or will not meet her obligations.
2. In the circumstances referred to in paragraph 1, the ESE reserves all her rights, including her right to claim payment.
3. The ESE may also terminate the agreement where applicant fails to meet an obligation under the agreement or fails to do so on time, and still fails to do so within the set period, even after a reminder by the ESE.

#### **Article 11 (Help desk/Complaints)**

1. If you have any questions, please contact the ESE information desk during working hours at: Burgemeester Oudlaan 50, room H6-02 (telephone number 010 - 40 81380).
2. Complaints about the quality of service provision can be made in writing to:  
Erasmus School of Economics  
Head OSC, H6-05  
Burgemeester Oudlaan 50  
3062 PA Rotterdam
3. Complaints about the amount paid or the fact that a service must be paid for, are not admissible.

#### **Article 12 (Applicable legislation)**

All agreements with the ESE are covered exclusively by Dutch law.

#### **Article 13 (Authorised court)**

All conflicts related to agreements concluded with the ESE will be dealt with by the authorised Court in Rotterdam.