

GENERAL TERMS AND CONDITIONS advanced course 'Suffering, Death and Palliative Care' 2021

1. Applicability of the general terms and conditions

1.1. These conditions apply to the agreement between the Radboud university medical center, specifically the department of IQ healthcare being the organiser of the advanced course Suffering, Death and Palliative Care (SDPC), and the participant of said course. These conditions apply directly after registering for the course.

1.2. Should one or more terms in these general terms and conditions be partly or completely cancelled, then the remainder of the terms and conditions will still be fully applicable.

1.3. Even if the course does not demand a strict observance of these terms at all times, this does not mean that its conditions are not applicable, nor does it mean that the course would in any way forfeit its right to demand a strict observance of these terms and conditions in other cases.

2 Application

2.1 Students can apply for the 'SDPC' by filling out the online application form or by sending an email. Incomplete applications will not be processed. Students are officially enrolled once they have paid the fee completely.

2.2 Students who submit their application, agree with these general terms and conditions of the Radboud university medical center.

2.3 The application deadline for the course is 26 January 2021 .

3 Admission requirements

3.1 The course language is English, this implies that applicants understand that proficiency in English is required to participate successfully in the course. The Radboud university medical center is not responsible for any inconvenience or failure to attend due to the student's lack of English language proficiency.

3.2 If the Radboud university medical center decides that the student does not comply with the admission criteria of the course, the Radboud university medical center will not accept the application.

3.3 The Radboud university medical center reserves the right to request additional documents if needed for the selection process.

4 Selection and placement

4.1 Applications are considered on the basis of first come first serve.

4.2 If a student is accepted by the course, the student will receive a confirmation of registration and an invoice by e-mail. After the fee has been paid the student will officially be enrolled in the SDPC.

5 Cancellation policy

5.1. Cancellations are sent by email, containing a request to confirm receipt.

5.2 The following cancellation policy applies for cancellation by the student after registering for the course: Cancellation before January 15, 2021: full refund minus an administration fee of 55,- Euro.

Cancellation before February 1, 2021: 50% refund.

Cancellation on or after February 1, 2021: no refund.

The refund applies to the course fee. Students withdrawing during the course are not entitled to a refund.

5.3 Cancellation of the course by the organisation

The course organisation will inform students no later than 5 days after the application deadline (26 January 2021) if the course is cancelled due to a lack of interest. If the course organisation cancels the course, the student will receive a 100% refund of the course fee.

Please note: The Radboud university medical center is not liable for refunding other expenses made by the student, such as travel arrangements, hotel accommodations or visa applications. The student is advised to wait with making travel arrangements until the course organisation has confirmed the start of the course.

5.4 If the intended participant is not allowed to take part, or the course is cancelled due to the fact that there are not enough applications, illness of the lecturers or other circumstances which cannot be dealt with, then the payment obligation of the participant will expire.

5.5 The course organisation has the right to cancel the SDPC without notice in the event that circumstances have changed to such an extent that, according to standards of reasonableness and fairness, the course organisation cannot be expected to continue the course. In such circumstances of force majeure, the course organisation cannot be held accountable for the consequences, irrespective of the term in which the course was cancelled.

An example of this is increased measures in relation to the COVID-19 virus. If the course organisation has to cancel the course for that reason, the student will receive a 100% refund of the course fee.

6. Performance of the agreement

6.1. The course organisation has the right to, without prior notice:

- make changes to the programme, if deemed necessary;
- make changes to the programme regarding location and time;
- replace a lecturer/teacher for another lecturer/teacher, if deemed necessary.

7. Liability

7.1. The course organisation will endeavour to perform the services to the best of their knowledge and ability.

7.2. The course organisation does not accept any liability towards the participant for any damage the participant has suffered as a result of his/her participation in the course, with the exception of gross negligence demonstrably caused by the course organisation. In the latter case, liability will be limited to the direct damage, and all indirect or immaterial damage, as well as consequential damage will be excluded.

7.3. The liability mentioned in art. 7.2 is limited to the amount that has been received as payment for the course in which the event that caused the damage has occurred.

7.4. The course organisation cannot be held accountable by the participant or his/her employer if the participant has the possibility to appeal directly to their own insurance company or a third party.

8. Dispute settlement

8.1. Complaints regarding the services provided by the course organisation and/or disputes related to the execution of the course to which these terms and conditions apply, should be reported in writing within 8 days of detection, but no later than 14 days after delivery of services, to the course coordinator.

8.2. After submitting the complaint the participant will receive a confirmation of receipt within 5 working days, and after 21 days at the latest the participant will receive a substantive response in which the course organisation, should the complaint be merited, will strive to arrive at a solution acceptable to the participant.

8.3. Dutch law is applicable to the legal relation between the course and the participant.

8.4. Any disputes between the course and the participant will be exclusively submitted to the competent court at the court district of Arnhem.