

General Terms and Conditions of Leiden Law Academy / Juridisch Post Academisch Onderwijs

Article 1 Definitions

In these General Terms and Conditions, the following definitions apply:

LLA / JPAO:	Leiden Law Academy / <i>Juridisch Post Academisch Onderwijs</i> , part of Leiden Law School and of the legal person under public law Leiden University, having its registered office in Leiden and listed in the Trade Register of the Chamber of Commerce under number 27368929
Activity:	Event or Training Programme
Event:	One-day or multi-day event with a larger number of participants, namely a Webinar, Conference, Symposium, Study Day or Seminar
Training Programme:	Specialisation Training Programme or Course
Specialisation Training Programme:	Specialisation Training Programme, Learning Track or Learning Pathway
Course:	Course, Updates Course, Skills Course, Basic Course, Advanced Course or Specialisation Course
In-company Activity:	Activity provided by LLA / JPAO on the instruction of a company / organisation / firm or collaboration
Accredited Activity:	Activity that is accredited and for which Course Participants who have completed the Activity are awarded training credits
Contract Party:	The natural or legal person that has entered into a Contract with LLA / JPAO
Course Participant:	The natural person who has enrolled for an Activity
Fraud:	An action or omission of the Course Participant, as defined in the Leiden University Code of Conduct on Plagiarism, that results in proper judgment of the Course Participant's knowledge, understanding and skills being rendered entirely or partially impossible ¹
Contract:	The contract between LLA / JPAO and a Contract Party for a Course Participant to take part in an Activity, in return for payment
Price:	The payment that the Contract Party must pay to LLA / JPAO pursuant to the Contract
Parties:	LLA / JPAO and the Contract Party together
Class Hour:	60 minutes of teaching, for which one training credit is awarded
House Rules and Codes of Conduct:	Regulations, guidelines and codes of conduct of Leiden University ²
Alumnus:	Former student who obtained a bachelor's or master's degree at Leiden University and is registered as an alumnus in the Leiden University alumni database.

¹ See: <https://www.organisatiegids.universiteitleiden.nl/reglementen/algemeen/plagiaat>

² See: <https://www.organisatiegids.universiteitleiden.nl/reglementen>

Article 2 Applicability

1. These General Terms and Conditions apply to all Contracts between the Parties to which LLA / JPAO has declared these General Terms and Conditions to be applicable.
2. Additions and/or exceptions to these General Terms and Conditions are valid only if they have been agreed in writing.
3. Any general purchase terms and conditions or other terms and conditions of the Contract Party are applicable only if the Parties have agreed this in writing.
4. If one or more provisions of these General Terms and Conditions are void or are set aside, the remaining provisions of these General Terms and Conditions will continue to apply in full. In that case, the Parties will consult in order to agree (a) new provision(s) to replace the void or set-aside provision(s), as far as possible observing the purpose and purport of the original provision(s).
5. In the event of inconsistency between one or more provisions of these General Terms and Conditions and the Contract, the relevant provision of the Contract will prevail.
6. In the event of inconsistency between the Dutch version of these General Terms and Conditions and the translated English version, the Dutch version will prevail.

Article 3 Application and admission

1. Application for an Activity must take place by submitting a fully and correctly completed digital enrolment form via the LLA / JPAO website. The Course Participant guarantees that the information provided is complete and correct.
2. If the information required to perform the Contract has not been provided to LLA / JPAO on time, fully and correctly, LLA / JPAO is entitled to suspend the performance of the Contract and/or to charge the Contract Party for the additional costs arising from the delay.
3. Training Programmes may be given at three levels:
 - Basic level: usually less than 1 year's practical experience in the relevant field; has little or no prior knowledge.
 - Advanced level: usually more than 1 year's practical experience in the relevant field; participation requires basic knowledge of the relevant field.
 - Specialisation level: usually more than 3 years' practical experience in the relevant field; participation requires a high level of knowledge of the relevant field.
4. Various Activities are subject to a maximum number of participants. Applications will be handled in the order in which they are received.
5. If an Activity is subject to a maximum number of participants, and this maximum number of participants has been reached, subsequent applications will be placed on a waiting list.
6. LLA / JPAO may set admission requirements for participation in an Activity. These admission requirements may relate to *inter alia* the Course Participant's prior education and/or experience or specialisation level. The responsibility for actually meeting the admission requirements lies with the Course Participant.
7. LLA / JPAO reserves the right not to grant admission to the Activity to a Course Participant who does not meet the admission requirements.
8. LLA / JPAO is also further entitled not to admit a Course Participant to an Activity.
9. If a Course Participant is not admitted to an Activity, LLA / JPAO will inform the Contract Party about this and the Contract will be cancelled.

Article 4 Formation of the Contract

1. The Contract for the Course Participant to take part in an Activity in return for payment is entered into between LLA / JPAO and the Contract Party.
2. LLA / JPAO will confirm to the Contract Party in writing (by email) that it has received an application.
3. The Contract will be formed after the written confirmation of enrolment has been sent to the Contract Party.

Article 5 Cancellation by Contract Party

1. The Contract Party may cancel the contract to participate in an Activity, which is not a Specialisation Training Programme or In-company Activity, free of charge until 14 calendar days before the start of the Activity. If cancellation takes place within 14 days before the start of the Activity or later, the full Price will be charged.
2. The Contract Party may cancel the contract to participate in a Specialisation Training Programme or In-company Activity free of charge until 30 calendar days before the start of the Activity. If cancellation takes place within 30 days before the start of the Activity or later, the full Price will be charged.
3. Cancellation by the Contract Party will take place by email to the email address
pao@law.leidenuniv.nl
4. The full Price will also be charged if the Course Participant is not present at an Activity for which the Course Participant has been enrolled.

Article 6 Cancellation by LLA / JPAO

1. LLA / JPAO is entitled to cancel an Activity without stating the reason before the start of the Activity. LLA / JPAO will inform the Contract Party and Course Participant about this in writing (by email).
2. If the Contract is cancelled by LLA / JPAO before the start of the Activity, the Contract Party is entitled to the refund of the full price paid to LLA / JPAO for the Activity concerned.
3. LLA / JPAO is entitled to change the date of an Activity without stating the reason, in which case the Contract Party is entitled to cancel the Activity free of charge.
4. In the case of cancellation by LLA / JPAO, the Contract Party is not entitled to compensation of any kind whatsoever.

Article 7 Replacement

1. If a Course Participant is unable to attend, the Course Participant may have a replacement Course Participant take part in an Activity, provided that this is notified in writing (by email) to LLA / JPAO within a reasonable time before the start of the Activity, the Activity has not yet started, the replacement Course Participant meets the specified admission requirements and LLA / JPAO agrees to the replacement.
2. After LLA / JPAO has agreed to the replacement, the replacement Course Participant will submit an application, after which LLA / JPAO will cancel the contract with the Course Participant who is unable to attend and will send a credit invoice (if necessary) to the Course Participant who is unable to attend. The contract with the replacement Course Participant is formed in the manner described in Article 4 of these General Terms and Conditions.
3. In connection with the award of training credits, it is not possible to designate a replacement for separate parts of an Activity.

Article 8 Prices and VAT

1. The Price for an Activity is exclusive of VAT and other government levies, unless otherwise stated.
2. LLA / JPAO is entitled to change the Price for an Activity, on the understanding that after the application has been confirmed, the Price stated at the time of confirmation will remain valid.
3. The Price for an Activity includes costs of the course material, refreshments and, where applicable, lunch or dinner, unless otherwise stated.
4. LLA / JPAO uses different Prices:
 - a. Regular Price: all Course Participants who are not connected with LLA / JPAO.
 - b. Alumni Price: 10% discount on all LLA / JPAO courses and €200 discount on all Specialisation Training Programmes from 1 January 2025. A few courses are excluded from this.
 - c. Price after deduction of other discounts.
5. A discount applies only under the conditions under which it was granted.
6. Discounts are granted to a specific person, unless otherwise agreed.
7. Discounts granted to a specific person are not transferable.
8. Multiple discounts may not be combined. If the Course Participant qualifies for multiple discounts, the highest discount will be applied.

Article 9 Payment terms

1. Invoice payments must be received within 30 calendar days after the start of the first course day of the Activity in a bank account specified by LLA / JPAO. This period of 30 calendar days is the agreed latest payment date, after which statutory interest will be payable.
2. The Contract Party is in default due solely to expiry of a payment period, without notice of default, regardless of whether the failure to pay within the payment period is imputable.
3. All costs involved in collecting invoiced amounts (including the extrajudicial collection costs) are to be paid by the Contract Party.
4. Extrajudicial collection costs will be determined in accordance with the Extrajudicial Collection Costs (Fees) Decree.
5. Payments received will serve to settle the oldest outstanding items, including interest and collection costs.
6. If the Contract Party is in default, as referred to in Article 9, paragraph 2, LLA / JPAO is entitled to *inter alia* stop sending (course) material and any homework assignments, not record the Course Participant's attendance and/or submission of homework assignments, exclude the Course Participant from any examination, not send a certificate of participation and not award training credits to the Course Participant.
7. If a debt collection procedure has been initiated, participation in a subsequent Activity will be possible only after the underlying invoice and related collection costs have been paid in full.
8. Payments for all Activities of the LLA/JPAO must be paid in a single payment in full.

Article 10 Obligations of LLA / JPAO

1. LLA / JPAO has a best-efforts obligation regarding the quality of the Activity.
2. For Accredited Activities, LLA / JPAO awards training credits to the Course Participant.
3. For all Accredited Activities, the Course Participant receives one training credit per Class Hour.
4. LLA / JPAO awards training credits to the Course Participant for Accredited Activities only for the number of whole class hours that the Course Participant was actually present.
5. After the Activity, the Course Participant will receive a certificate of participation within three weeks after the end of the last day of the Activity, together with the number of training credits that have been awarded to the Course Participant for participating in the Activity concerned, where applicable.

Article 11 Obligations of the Course Participant

1. The Course Participant must behave properly in relation to LLA / JPAO, the staff members of LLA / JPAO, third parties engaged by LLA / JPAO, other Course Participants and visitors of LLA / JPAO.
2. The Course Participant must comply with the instructions given by LLA / JPAO and the applicable House Rules and Codes of Conduct. The Course Participant must also comply with the faculty and university rules.
3. If it is established that a Course Participant has committed fraud, LLA / JPAO is entitled not to award the Course Participant a proof of participation, certificate and training credits, and to charge the Contract Party the full Price.
4. The Course Participant must inform LLA / JPAO about any changes in the contact details of the Course Participant and the Contract Party in a timely manner via the personal digital environment on the LLA / JPAO website or via pao@law.leidenuniv.nl.

Article 12 Liability

1. LLA / JPAO is only liable for the damage suffered by the Contract Party that is due to an imputable failure in the performance of the Contract. The amount of compensation is limited to a maximum of the invoice amount.
2. LLA / JPAO is not liable for damage, of any kind whatsoever, due to LLA / JPAO having proceeded on the basis of incorrect and/or incomplete information provided by the Contract Party.
3. The liability referred to in this article is limited to direct damage.
4. Direct damage is exclusively understood to mean:

- a. the reasonable costs of assessing the cause and extent of the damage, insofar as the assessment relates to damage within the meaning of these General Terms and Conditions;
- b. if applicable, the reasonable costs incurred in order to bring the deficient performance of LLA / JPAO into conformity with the Contract, unless this cannot be imputed to LLA / JPAO;
- c. reasonable costs incurred to prevent or minimise damage, insofar as the Contract Party demonstrates that these costs resulted in minimisation of direct damage within the meaning of these General Terms and Conditions.

5. Liability of LLA / JPAO is limited to the invoice value of the assignment, or in any case to that part of the Contract to which the liability relates.

6. LLA / JPAO is never liable for indirect damage, including consequential damage, lost profits, lost savings and damage due to business interruption.

7. The limitations of liability for direct damage referred to in these General Terms and Conditions will not apply if the damage is due to intent or gross negligence of LLA / JPAO or its subordinates.

Article 13 Force majeure

- 1. LLA / JPAO is not obliged to fulfil any obligations in the event of force majeure.
- 2. Circumstances that are regarded as force majeure in any case include, but are not limited to: war, threat of war, mobilisation, riots, state of siege, strikes, natural disasters, pandemic / epidemic, terrorism, government measures, transport disruptions, disasters, accidents, late delivery or non-delivery by suppliers, illness (of staff), fire, water damage and smoke damage.
- 3. In the event of force majeure, LLA / JPAO is entitled to:
 - a. fully or partly cancel the Activity or move it to a different time;
 - b. change the way in which the Contract is performed, but without changing the essence of the Activity.
 - c. In the case of full or partial cancellation, costs that have already been paid will be refunded, after deduction of costs for services that have already been supplied.

Article 14 Intellectual property rights

- 1. LLA / JPAO reserves all rights and powers that accrue to it under the Copyright Act and/or other statutory provisions relating to intellectual property rights.
- 2. The content provided by LLA / JPAO that is covered by intellectual property rights may not be reproduced, published or otherwise made available to third parties by the Contract Party, whether or not for commercial or other purposes, without the prior written permission of LLA / JPAO.
- 3. The provisions of this article will also apply after the end of the Contract.

Article 15 Course material

Course material provided in digital format will remain available in the digital personal learning environment of the LLA / JPAO website for three months after the end of the course day or last course day. For a Specialisation Training Programme, the applicable period is different, namely six months after the end of the last course day.

Article 16 Privacy

- 1. All data provided by the Contract Party to LLA / JPAO for the purpose of performing the Contract will be processed and secured in accordance with the General Data Protection Regulation.
- 2. The Privacy Notice of LLA / JPAO is published on the LLA / JPAO website.

Article 17 Confidentiality

The Parties are obliged to maintain secrecy of all confidential information that the Parties have obtained in the context of the Contract. Information is considered to be confidential if it has been communicated as such, or if this follows from the nature of the information.

Article 18 Final provisions

1. By submitting the application, the Contract Party declares that it has read, accepted and will act in accordance with these General Terms and Conditions and the House Rules and Codes of Conduct of Leiden University.
2. These General Terms and Conditions can be found on the LLA / JPAO website. The House Rules and Codes of Conduct can be found on the Leiden University website.³
3. These General Terms and Conditions and all contracts entered into by or with LLA / JPAO are governed exclusively by Dutch law. Any dispute arising from or connected with the Contract will be resolved exclusively by the District Court of The Hague.

Adopted on: 15 december 2025

³ Zie: <https://www.organisatiegids.universiteitleiden.nl/reglementen>