

General Terms and Conditions of Supply Politieacademie



Part 1 General terms and conditions of supply Politieacademie, Police Academy of the Netherlands

Article 1 Definitions

In these general conditions, the following definitions apply.

(Group) accommodation

The totality or part of buildings, vehicles and/or shelter (including conference rooms, classrooms, the Traffic Safety Centre or the Training Centre and the vehicles and hotel facilities found there) referred to in the contract, with the surrounding grounds and all fittings and inventory and/or (accompanying) movable property made available, which also includes: equipment and weapons.

Cancellation

Termination of the contract in writing by the Commissioning Party or the Commissioned Party before the commencement date of Supply of a particular Service or Product and/or use of the (Group) accommodation for the first time.

Days

Days refers to working days. The General Extension of Time-limits Act applies mutatis mutandis.

The Participant

A person designated by the Commissioning Party who will take training or take part in an exam or a selection procedure or an APL procedure (Accreditation of Prior Learning) provided/presided over by the Politieacademie, or makes use of the (Group) accommodation.

Service

The work to be carried out by Commissioned Party for Commissioning Party on the basis of the contract, not being goods to be delivered.

User

The person who actually uses a Service or a Product that the Politieacademie supplies.

The Group

The totality of Participants that is entitled by virtue of the contract to stay in the (Group) accommodation and/or to whom a particular Service or Product is supplied.

Information

- The data that relates directly or indirectly to the Service and/or the Instruction, also including information supplied by the Participants and/or the Commissioning Party to the Politieacademie in connection with the Service and/or the Instruction

- the written or digital data on the use of the (Group) accommodation, the facilities and the rules regarding the use and the stay.
- a copy of these General Terms and Conditions of Supply.

Costs

All Politieacademie costs which relate to the Service to be provided, the Product to be supplied and/or the maintenance and running of the (Group) accommodation.

The Instruction

The specific Instruction, issued in writing or digitally, to supply a particular Service or Product or to make available (Group) accommodation.

Commissioned Party

The Politieacademie.

Commissioning Party

The person who (on behalf of the Group) concludes the contract, as well as those persons who make use of the (Group) accommodation owing to or on behalf of the Commissioning Party.

Agreed price

The remuneration that is paid for the Service, the Product and/or the use of the (Group) accommodation.

Politieacademie

The autonomous administrative body (as referred to in Article 1a of the Wet op het LSOP en het politie-onderwijs) that enters into the contract and/or makes the Service and/or the Product and/or the (Group) accommodation available to the Commissioning Party.

Police regions

The police regions as referred to in the Police Act.

Product

The (virtual) goods to be supplied on the basis of the contract by Commissioned Party for the benefit of the Commissioning Party, not being the performance of work.

Coherent System of Police Training

The complex of coordinated initial police training courses, postinitial training programmes and certain separate core tasks, which can be taken together but also separately. These said courses, programmes and core tasks of the Coherent System have been designated by the Minister of the Interior and Kingdom Relations.

Article 2 Applicability

1. The general conditions apply to all offers, work and contracts between the Politieacademie and the Commissioning Party/Parties, or their legal successors. Deviations shall only be valid if agreed in writing.
2. Contrary to paragraph 1, these general conditions do not apply to the purchase of selection procedures, APL procedures, the training, exams and the use of (Group) accommodation as offered by the Politieacademie to the police regions and the Royal Netherlands Military Police in the context of the Coherent System of Police Training.
3. The applicability of any general terms and conditions or other conditions of the Commissioning Party and/or third parties is expressly rejected.

Article 3 Formation of the contract/validity

1. The contract between the Politieacademie and the Commissioning Party is formed through the fact that:
 - a. the Commissioning Party signs a written confirmation of a Service or a Product to be supplied by the Politieacademie or (Group) accommodation to be made available and returns this to the Politieacademie, and the Commissioning Party retains this written confirmation uncontested for a period of seven days or
 - b. the Commissioning Party indicates via an online reservation system and the digital acceptance of the general conditions of the Politieacademie its desire to purchase a Service or a Product or to make use of a (Group) accommodation.
2. The contract between the Politieacademie and Commissioning Party will end by operation of law after the expiry of the agreed period or the completion of the Instruction, without this requiring notice.

Article 4 Price/Payment

1. The price is agreed on the basis of the tariffs applicable at that moment, as set down by the Politieacademie.
2. In the event that after setting the agreed price, an increase in the tax and premium burden on the Politieacademie gives rise to extra costs due to a change in the expenses and/or levies which relate directly to the Service or the Product and/or the (Group) accommodation or the Commissioning Party and/or the Group and/or the Participants, these can be passed on to the Commissioning Party, even after conclusion of the contract.
3. The payment term is 30 days of the invoice date.

4. In the event of non-payment of an invoice within the payment term, statutory interest shall be payable over the unpaid sum as referred to in Article 6:119a of the Dutch Civil Code.
5. In the event of non-payment even following a demand, extrajudicial collection charges shall be payable, equivalent to the legally incurred costs, of which the Politieacademie accounts shall serve as compelling proof.
6. In the event that an invoice is not paid, the Politieacademie can, after the Commissioning Party has been duly informed, take measures against the Commissioning Party and/or the Group and/or the Participants. These measures can include the exclusion of a Participant or a Group designated by the Commissioning Party for participation in a selection procedure and/or training and/or an APL procedure and/or exams and/or making use of (Group) accommodation and/or no further engagement in (follow-up) Instruction. In such cases, the Politieacademie reserves the right to full payment of the agreed price. The Politieacademie is not liable for the damage that occurs as a consequence of the measures taken.

Article 5 Registration and provision of information in the context of the Instruction

1. The Politieacademie will make every effort to provide the Commissioning Party with the written information, partly on the basis of which this contract is concluded, in advance. The Politieacademie will make changes to this known to the Commissioning Party promptly.
2. In the event that information referred to in the last sentence of paragraph 1 deviates radically from the information provided when entering into the contract, the Commissioning Party is entitled to cancel the contract at no cost.
3. The Commissioning Party shall guarantee that it enters into this contract with the consent of the Participant and/or Group.
4. The Commissioning Party should ensure that the Participant and/or the Group possess(es) the authority and the physical and mental constitution for a) everything that will be expected in the context of the Instruction and/or b) making use of the (Group) accommodation. More particularly, the Participant and/or the Group shall possess the authority and the physical and mental constitution required to control the instruction vehicle or operate or use the equipment and/or weapons.

5. The Commissioning Party is obliged to comply with the contract and the rules in the accompanying information. He is also responsible for ensuring that the Participant and/or the Group take note of the contract and the rules in the accompanying information, and comply with these.
6. In the event that that which is set out in the contract and/or the accompanying information is contrary to these General Terms and Conditions of Supply Politieacademie Part I, the General Terms and Conditions of Supply Politieacademie Accommodation (Part II) take precedence, followed by the General Terms and Conditions of Supply Politieacademie (Part I). This does not alter the fact that the Commissioning Party and the Politieacademie can make individual additional agreements in which they diverge from these conditions in favour of the Commissioning Party.
7. The Commissioning Party is obliged to provide the Politieacademie with a list containing the name(s) and address(es) of the Participant or Group and the contact persons, no later than the day of arrival. Arrangements to the contrary can be made in the specific contract or in other applicable regulations
8. The Commissioning Party shall guarantee that on demand from the Politieacademie all information required by the Politieacademie will be provided and that this information is correct and complete and will be made available to the Politieacademie promptly.
9. The Politieacademie can at all times, stating the reasons, refuse to register the Participant, even after acceptance of the application.

Article 6 Cancellation

1. The Commissioning Party is entitled to cancel the Instruction in full or in part digitally, by e-mail, fax or letter. In the event of cancellation the Commissioning Party is obliged to pay the Politieacademie the percentage of the whole sum that the Politieacademie was due to receive. The percentage that the Commissioning Party owes as a result of cancelling the Instruction is stated in the contract between the Commissioning Party and the Politieacademie.
2. In addition, the costs which the Politieacademie has incurred by order of and at the expense of Commissioning Party in preparing the Instruction are payable by the Commissioning Party.
3. If the (Group) accommodations (also including hotel rooms) are cancelled, the following percentages apply:
 - 50% of the agreed price if cancellation is made between eight and four weeks of the first implementation date;

- 100% of the agreed price if cancellation is made four weeks before the first implementation date.
 - In the event that the Commissioning Party cancels more than eight weeks before the activity takes place, no compensation is payable for cancelling (Group) accommodations.
 - If the reserved meals, drinks and snacks are cancelled, the following cancellation percentages apply:
 - 50% if cancellation is made between seven and three days before the implementation date;
 - 100% if cancellation is made two or less days before the implementation date.
4. The Politieacademie reserves the right, given insufficient participation, to cancel a Service/Product and/or (Group) accommodation, without this resulting in liability for compensation. Parties involved will be informed as quickly as possible of such a cancellation. The monies already paid by the Commissioning Party shall then be refunded in full.
 5. The Politieacademie is entitled at all times to alter the date, the starting time, the times and the location for a selection procedure, the training, an APL procedure or exams, as long as this alteration is made known to Commissioning Party at least 48 hours in advance. If the Politieacademie arrives at the opinion that the Commissioning Party cannot be expected, in all reasonableness, to attend the selection procedure, the training or exams under changed conditions, the Politieacademie can decide to refund (part of) the sum agreed for the Instruction.

Article 7 Applicable regulations

1. The Politieacademie retains the right to declare additional regulations applicable per Service and/or Product to be supplied. Should this be the case, then these additional regulations will be stated in the contract and made available to the Commissioning Party on request.
2. The Commissioning Party shall be responsible for and guarantees that the Participant/Group designated by him will take note of these General Terms and Conditions of Supply, as well as the regulations declared applicable to the contract, before the start of the selection procedure, the training or the exam or making use of the (Group) accommodation.
3. The Commissioning Party should comply with the instructions of the Politieacademie or third parties appointed by it, and the Commissioning Party guarantees that the Participant and/or the Group will comply with the instructions.

4. In the event that the Commissioning Party and/or the Participant fails to comply with one of the obligations referred to in these general conditions and/or the applicable regulations, the Politieacademie is entitled to refuse use/terminate use by the Commissioning Party and/or the Group and/or the Participant of the (Group) accommodation (certainly if a vehicle, equipment or weapon is involved) immediately and to remove the Commissioning Party and/or the Participant, without any compensation or reimbursement to the Participant and the Commissioning Party.

Article 8 Intellectual property

1. The Commissioning Party or the Participant/employee designated by the Commissioning Party shall honour the intellectual property rights on the material that is made available to the Commissioning Party or his employee in connection with a Service of Product, prior to, during and after the implementation of the contract. Disclosure can therefore only take place following prior written consent from the Politieacademie.
2. All documents made available by the Politieacademie are designed exclusively for use by the Commissioning Party in connection with the Service or Product to be purchased from the Politieacademie.
3. Without the prior consent of the Politieacademie, documents which the Commissioning Party has received in connection with the Service or Product to be purchased may not be reproduced, made public or brought to the attention of third parties in any other way either in full or in part, whereby the Commissioning Party shall in the event of infringement forfeit an immediately payable penalty of € 1,000 per infringement as well as € 1,000 per day that the infringement continues, without prejudice to the Politieacademie's authority to demand specific performance and claim additional compensation.

Article 9 Confidentiality

1. The Commissioning Party or the Participant/employee designated by the Commissioning Party shall not disclose anything of what has been communicated to him in confidence in connection with and during the Service delivered or by means of the Product supplied without the written consent of the Politieacademie. This duty of confidentiality also applies after termination of the contract.
2. Information is considered confidential if the Politieacademie states this or if it arises from the nature of the information.

Article 10 - Liability

1. In all instances liability is limited to the sum that is paid out in the case concerned in connection with the liability insurance taken out by the Politieacademie, plus the valid excess, with the exception of intent or gross negligence.
2. In the event that and insofar as, for whatever reason, no payment is made by virtue of said insurance, liability in all instances is limited to a sum not exceeding the agreed remuneration for the Services to be delivered. With Instructions which take longer than six months to complete, the said liability is limited further to the maximum of the invoice value payable by the Commissioning Party in respect of the performance of the Politieacademie in the last six months, with the exception of intent or gross negligence.
3. In the event that the delivery of the Service involves the Politieacademie, in consultation with the Commissioning Party, bringing in a person external to the Politieacademie to perform work in connection with the Instruction and the above-mentioned insurance provides no cover, the Politieacademie shall not be held liable for mistakes made by this person.
4. The Politieacademie is not liable for accidents, theft or damage occurring at the (Group) accommodation and/or the surrounding grounds, unless this is the consequence of a shortcoming that can be attributed to the Politieacademie. Nor is the Politieacademie liable for the consequences of extreme weather conditions or other forms of force majeure.
5. The Commissioning Party is liable for all damage administered by the Participant.
6. The Commissioning Party shall indemnify the Politieacademie against claims made by third parties which are the result of non-compliance with instructions and directions given to the Participant or the Group.
7. The Commissioning Party acknowledges that Politieacademie will make every effort to provide adequate training, but that this does entail an obligation to the effect that participation in the training will result in the Participant acquiring sufficient knowledge and skills and/or that a Participant will achieve good results in the accompanying examination. Under no circumstances can Commissioning Parties hold the Politieacademie liable for this.

8. The Commissioning Party is obliged to make any possible shortcoming in the implementation of the Instruction by the Politieacademie known in writing within no more than three months after this shortcoming became known. Failure to do so will result in the Commissioning Party forfeiting its right to complain.

Article 11 Termination

The Politieacademie can terminate the contract with immediate effect in the following cases.

- a. In the event that the Commissioning Party and/or the Group and/or the Participant fail(s) to comply (adequately) with the obligations in the contract, the rules in the accompanying information and/or the government regulations, despite advance warning, and to such a degree that according to the standards of reasonableness and fairness the Politieacademie cannot be expected to continue with the contract, this at the sole discretion of the Politieacademie.
- b. In the event that the Commissioning Party and/or the Group and/or the Participant, despite advance warning, causes(s) nuisance to the Politieacademie and/or others, or in the event that the Commissioning Party and/or the Group spoil(s) the good atmosphere at, or in the immediate vicinity of, the (Group) accommodation.
- c. In the event that the Commissioning Party and/or the Group and/or the Participant, despite advance warning, make(s) use of the (Group) accommodation in such a way as to act in conflict with the designated use of the (Group) accommodation.

With termination on these grounds, the Politieacademie is not liable to pay any compensation to the Commissioning Party and/or the Group and/or the Participant.

Article 12 Indemnity

Commissioning Party shall indemnify the Politieacademie against claims made by third parties, including fellow participants and other Commissioning Parties, relating to damage suffered by the Politieacademie as a result of the conduct of Commissioning Party and/or Group and/or the Participant during or in connection with the Service to be delivered or the Product to be supplied.

Article 13 Applicable law/court with jurisdiction

1. The legal relationship between the Politieacademie and its Commissioning Parties is governed by Dutch law.
2. Only the Dutch court in the district of Zutphen has the jurisdiction to hear any dispute arising between the Politieacademie and a Commissioning Party.

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