

## General terms and conditions applicable to OPEN COURSES offered by DRSC

These terms and conditions apply to on-campus and on-line open courses offered by Delft Road Safety Courses (hereinafter 'DRSC'). DRSC reserves the right to modify these terms and conditions.

### 1. Application and registration

1.1 An 'application' to a course as referred to under these conditions is an application to an instance of a course, on-campus or on-line, as detailed on DRSC's website, including the course programme, course fee and, if applicable, scholarship opportunities and conditions for completion and certification.

1.2 Applications for **on-campus** courses in Delft must be submitted no later than the deadline as published on the course page on DRSC's website.

1.3 Applications for **on-line** courses must be submitted no later than the deadline as published on the course page on DRSC's website.

1.4 DRSC will only accept applications through fully completed application forms accompanied by the prescribed supporting documentation.

1.5 DRSC shall review applications in order of receipt.

1.6 The admission only will become final after receipt by DRSC of the course fee invoiced to the admitted applicant, or the DRSC decision to award a full scholarship to him/her.

1.7 The registration is personal and cannot be transferred to another person.

### 2. Payment and Invoices

2.1 Fees are subject to annual change. For official fee information, please consult DRSC's website.

2.2 For **on-campus** courses in Delft, the admitted applicant must settle the invoice in full before the deadline as included on the invoice, but no later than 7 weeks before the start of the course.

2.3 For **on-line** courses, the admitted applicant must settle the invoice in full before the deadline as included on the invoice, but no later than 3 weeks before the start of the course.

### 3. Cancellation and postponement

3.1 For **on-campus** courses, admitted applicants can cancel their registration in writing no later than (**8 weeks**) before the start of the course, and have the course fee minus bank transfer costs fully repaid by DRSC. DRSC will not repay the course fee in full or in part in case of cancellations after this deadline.

3.2 For **on-line** courses, admitted applicants can cancel their registration in writing no later than (**3 weeks**) before the start of the course and have their course fee minus bank transfer costs fully repaid by DRSC. DRSC will not repay the course fee in full or in part in case of cancellations after this deadline.

3.3 DRSC reserves the right to cancel or postpone an **on-campus** course no later than (**6 weeks**) before its scheduled start date. In such cases course fees received by DRSC will be fully refunded.

DRSC does not accept liability for claims and damages arising directly or indirectly out of this procedure.

3.4 DRSC reserves the right to cancel or postpone an **on-line** course no later than (**2 weeks**) before its scheduled start date. In such cases course fees received by DRSC will be fully refunded.

DRSC does not accept liability for claims and damages arising directly or indirectly out of this procedure.

#### **4. Force majeure**

4.1 DRSC reserves the right, in cases of force majeure, to modify a course programme without compromising its intended learning outcomes.

#### **5. Liability and responsibility**

5.1 DRSC's liability is limited to the course fee it has received from a participant.

5.2 DRSC and its board members, director, course leaders, trainers and support staff will not accept liability for accidents, injuries, illness and loss of or damage to personal property, or any other liability that can be consequential to participation in a DRSC open course.

5.3 Participants in **on-campus** courses must make and fund their own travel arrangements to and from Delft and arrange adequate travel insurance to at least cover third party liability and medical and repatriation costs.

5.4 DRSC reserves the right to expel a registered course participant from a course who is in breach of the DRSC code of conduct. In such cases course fees will not be refunded. DRSC's code of conduct is published on DRSC's website.

5.5 All materials pertaining to the training courses and services supplied by DRSC have been carefully selected, designed, and developed. DRSC is not responsible and will not accept liability for any possible erroneous information or omissions in the supplied materials unless gross negligence or demonstrably wilful intents on DRSC's part are existent and proven.

#### **6. Copyright**

6.1 Materials supplied during the course are intended exclusively for personal use by course participants. It is expressly forbidden to copy, reproduce, disseminate, transmit, use, or modify any of the material without prior written permission of DRSC.

#### **7. Applicable legislation**

7.1 In applying and interpreting these conditions, Dutch legislation shall apply.

#### **8. Sanctions compliance**

8.1 DRSC adheres to the FIA Foundation Sanctions Policy in the conduct of its activities, including the delivery of its open courses. The FIA Foundation Sanctions Policy is available at [link](#).

8.2 DRSC reserves the right to refuse an application, withdraw an offer of admission, or cancel a registration if a participant is found to be a national of, resident in, or otherwise connected to a country or party subject to applicable sanctions under UN, EU, UK or US sanctions programmes, or if admitting or continuing to engage with a participant would place DRSC in breach of the FIA Foundation Sanctions Policy or any applicable sanctions legislation.

8.3 Where a registration is cancelled under Article 9.2, DRSC will refund the course fee paid, less any bank transfer costs, unless the participant provided false or incomplete information in their application in relation to their nationality, country of residence, or sanctions status, in which case no refund will be made.

8.4 Participants confirm by submitting their application that they are not a national of, resident in, or otherwise connected to a country subject to comprehensive country-wide sanctions as listed in the FIA Foundation Sanctions Policy, and that they are not a sanctioned party as defined in that policy. DRSC reserves the right to carry out sanctions screening on applicants and participants at any stage of the admissions process.

## **9. Online component delivered by TU Delft**

*This article applies exclusively to editions of the DRSC Annual Course that include an online component delivered by TU Delft Learning for Life. It does not apply to other open courses offered by DRSC.*

9.1 The DRSC Annual Course includes an online component comprising two elements: (1) DRSC online modules and (2) a six-week online course provided by TU Delft through its Learning for Life Centre ('TU Delft LfL'). DRSC enrolls admitted participants in the TU Delft road safety course on their behalf as part of the DRSC Annual Course. DRSC participants are required to complete the TU Delft road safety course including the LMIC module, which is designated as mandatory for DRSC participants.

9.2 By submitting an application to the DRSC Annual Course, participants acknowledge that participation in the online component is subject to the General Terms and Conditions of TU Delft Learning for Life Centre, available at [learningforlife.tudelft.nl/terms-conditions](https://learningforlife.tudelft.nl/terms-conditions), as well as the associated rules and regulations referenced therein, including the TU Delft Code of Conduct and Learning and Assessment Regulations. Participants agree to be bound by these terms upon enrolment in the online component.

9.3 DRSC invoices and collects all fees for the DRSC Annual Course in two stages: the fee for the online component is invoiced upon academic acceptance, and the fee for the classroom component is invoiced upon successful completion of the online component. Participants do not enter into a direct payment agreement with TU Delft for the online component. The payment and cancellation terms set out in Articles 2 and 3 apply to each invoice at the time it is issued.

9.4 DRSC is not responsible for the content, availability, or modification of the TU Delft online course. In the event that TU Delft cancels or substantially modifies the online component, DRSC will notify participants without delay and, where applicable, arrange an alternative or provide a proportional refund of the course fee in accordance with Article 3.

9.5 Upon successful completion of the TU Delft road safety course (including the LMIC module therein), participants will receive a TU Delft certificate issued by TU Delft LfL. Admission to the classroom component is based on successful completion of the full online component, comprising both the DRSC online modules and the TU Delft road safety course, as assessed by the course leadership. Upon successful completion of the full DRSC

classroom course, participants will receive a DRSC-certificate issued by DRSC, in accordance with DRSC's Certification Policy.

9.6 By submitting an application, participants consent to DRSC sharing their personal data (name and email address) with TU Delft LfL for the purpose of enrolment in the online component. TU Delft's processing of personal data is governed by TU Delft's privacy policy, available at [tudelft.nl](http://tudelft.nl).

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