

Terms & Conditions

Language Courses

Article 1 – General

These general terms and conditions apply to all legal relationships between Taalbureau Maastricht (hereafter referred to as the supplier) and the client. The applicability of any terms and conditions employed by the client is excluded, unless the supplier specifically approves the application of such terms in writing.

Article 2 - Quotations, conclusion of contracts

- 2.1 General quotations and estimates provided by the supplier shall not entail any commitment.
- 2.2 The client's oral or written acceptance of the quotation submitted by the supplier or, if no quotation is submitted, confirmation by the supplier in writing of an order placed by the client shall constitute a contract.
- 2.3 The supplier may consider as a client any person or entity that has placed an order with the supplier, unless said person or entity explicitly states that they are acting on the instructions, on behalf and at the expense of a third party, whose name and address shall be disclosed to the supplier at the same time.

Article 3 – Changes to or cancellation of orders

- 3.1 If, after the conclusion of the contract, changes other than slight changes are made to the assignment by the client, the supplier has the right to reject the changes or amend the term and/or honorarium accordingly.
- 3.2 Cancellation of an order by the client shall require the client to pay in full for the work already performed with respect to that order and, where appropriate, to pay compensation on the basis of an hourly rate for time spent on research for that part of the work not performed.
- 3.3 If the supplier has earmarked time for executing an order that has been cancelled, and that time cannot be used otherwise, it may charge the client 50% of the agreed price for that part of the work not performed.
- 3.4 If the client wishes to cancel a predetermined course, cancellation must be communicated to the supplier at least two working days (48 hours) prior to the start of the course. If a predetermined course is canceled, the supplier is not obligated to propose a new date for the canceled course, unless agreed otherwise, in which case a new date will be proposed in accordance with the supplier.

4 Article 4 – Privacy en security

- 4.1 The supplier will use and process the email address or any other personal data of the client made available to facilitate performance of the contract and the resulting services.
- 4.2 The personal data to be processed by the supplier in order to facilitate performance of the services are subject to the Dutch Personal Data Protection Act. The supplier will ensure a level of security appropriate to the risks represented by the processing of personal data.

Article 5 – Inventory and planning

- 5.1 In principle, an intake interview will take place at Taalbureau Maastricht before the conclusion of contract with regard to language courses. The intake is without obligations and consists of an interview with a teacher who determines the level of the client.
- 5.2 The supplier proposes a curriculum on the basis of the learning objectives of the client before the start of the course. This curriculum includes, among other things, a planning that has been elaborated in accordance with the client. Duration, course dates and content of the course will be further specified in accordance with the client.

Article 6 - Prices and payment

- 6.1 All prices are quoted inclusive of VAT. The prices can vary depending on the brochure and/or course. The prices are quoted exclusive of material costs, unless agreed otherwise.
- 6.2 Payment shall be due 7 calendar days after the invoice date in the currency invoiced. If payment is not made by the due date, the client shall be in default - immediately and without notice of default being required - and shall owe the statutory interest due on the invoice amount from the due date until settlement in full.
- 6.3 If the payment is made fully or partially by a third party, the client is obligated to provide this information during the order. The client remains fully responsible for the steps necessary to obtain approval for the payment by the third party before the start of the language course. The client is ought to pay the amount due that has not been paid by the third party.
- 6.4 Acceptation of the inscription is announced by written confirmation of the ordered service, a reference to the Terms and Conditions - Language Courses on the website www.taalbureaumaastricht.nl and one or more invoices.
- 6.5 The right to cancel any planned training/course of which the payment has not been completed or not received on time shall remain at the supplier.
- 6.6 If the client or supplier leaves or is absent during a training, course or course program due to circumstances (force majeure), the training, course or course program remains to be due in full, unless agreed otherwise. In case of postponement, article 3 of these conditions is applicable.
- 6.7 The right to change the prices and the Terms and Conditions - Language Courses at any given time throughout the year without official notice remains at the supplier. Only the prices and the Terms and Conditions - Language Courses that our mentioned on the website www.taalbureaumaastricht.nl at the time of inscription are applicable. The client can request the supplier to provide him with the applicable prices at any given time by sending an email to info@taalbureaumaastricht.nl.



Article 7 – Complaints and disputes

- 7.1 The client shall be required to notify the supplier in writing of any complaints about the product supplied or service rendered by the supplier as soon as possible, yet no later than ten working days after the said product is supplied or the said service is rendered. Lodging a complaint shall not release the client from its payment obligations.
- 7.2 If a complaint is justified, the supplier will improve the language course within a reasonable period of time.

Article 8 – Liability and indemnity

- 8.1 The supplier shall exclusively be liable to the client for any loss or damage directly and demonstrably deriving from shortcomings attributable to the supplier. The supplier shall under no circumstances be liable for any other forms of loss or damage, such as indirect loss, consequential loss, trading loss, loss caused by delay in performance or loss of profit. Liability is in any way limited to an amount equal to the invoiced value, exclusive of VAT, of the concerned order.
- 8.2 No liability whatsoever shall be incurred by the supplier in respect of damage to or loss of documents, data or data carriers made available to facilitate performance of the contract. Nor shall any liability be incurred by the supplier in respect of any damage sustained as a result of the use of information technology and telecommunications media.
- 8.3 The supplier will do everything he can to help the client achieve his learning objectives. The client remains solely responsible for his actual results. The supplier is by no means required to compensate or reimburse if, in case of force majeure, the services and/or training and/or courses cannot be provided in full or in part.

Article 9 – Dissolution and force majeure

- 9.1 If the client fails to meet its obligations, is declared insolvent, obtains a moratorium or if the client's company is liquidated, the supplier shall have the right, without being required to pay any compensation, to dissolve the contract in whole or in part or to suspend performance of the contract. The supplier shall in that case be entitled to demand immediate payment of any outstanding amounts.
- 9.2 Should the supplier prove unable to meet its obligations due to circumstances beyond its control and risk, it shall be entitled to dissolve the contract without being liable to pay any compensation whatsoever. Such circumstances (force majeure) include, but are not limited to: fire, accidents, illness, strikes, riots, war, terrorist attacks, transport restrictions and delays, government measures, disruption of the services of Internet providers, negligence on the part of suppliers or any other circumstances beyond the supplier's control.

Article 10 - Copyright

10.1 Barring explicit agreement in writing to the contrary, the copyright on methods, course books, assignments and all documents that are produced, created or used by the supplier shall remain at the supplier, including all documents that are the result of the supplier' diligence and knowhow. In no way the above-mentioned can be reproduced or exploited, not even partially, by no process what so ever, for example, renting, selling or loaning out the above-mentioned, on penalty of prosecution.

10.2 The client undertakes to indemnify the supplier against any claims by third parties on account of alleged violation or infringement of property rights, proprietary rights, patent rights, copyrights or any other intellectual property rights in connection with the performance of the contract.

Article 11 – Governing law

11.1 The legal relationship between the client and the supplier shall be governed by Dutch law.

11.2 Any disputes which may arise shall be submitted to the competent Dutch court.

11.3 In the event of textual differences between the English and the Dutch version of the Terms and Conditions - Language Courses, the latter will prevail.

11.4 In case of discrepancy between the made contract by the client and the supplier, the Terms and Conditions - Language Courses prevails.