

## GENERAL TERMS AND CONDITIONS

### Part A: General

#### A1 General terms and conditions

**A1.1** In these general terms and conditions the following terms are defined as follows:

**A. Administrative unit:** a faculty or other administrative unit of Maastricht University;

**B. Course participant:** the person who, based on the agreement entered into by the other party, takes part in a course. Other party A can also be a course participant;

**C. Course:** course or training or tailored course provided by the Language Centre;

**D. Date:** the date mentioned in the email, or the first weekday after the date on the postmark;

**E. Participation requirements:** conditions that must be satisfied before an agreement can be entered into;

**F. Target language:** language to which the course relates;

**G. Registration confirmation:** written confirmation of a course participant's access to a course or tailored course, sent after s/he has satisfied the participation requirements;

**H. Offer:** specific written offer for a course from the Language Centre to the other party B or C;

**I. Tailored course:** a course tailored by the Language Centre for companies, institutions or administrative units;

**J. Agreement:** the agreement entered into by another party with the Language Centre relating to a course;

**K. In writing:** by letter or email;

**L. Language Centre:** Maastricht University (UM), acting under the name Maastricht University Language Centre for the purposes of these terms and conditions;

**M. Terms and conditions:** the present general terms and conditions for courses at the Maastricht University Language Centre;

**N. Other party:** the person (other party A), UM administrative unit (other party B) or legal entity including companies and/or institutions other than UM (other party C) that has a contractual agreement with the Language Centre;

**A1.2** If the other party is not the course participant, the other party must ensure that the course participant is informed of the terms and conditions, and complies with any obligations that ensue from these terms and conditions. The other party is responsible for every case of non-compliance of the terms and conditions by the course participant.

#### A2 Applicability

**A2.1** These terms and conditions apply to all agreements between the other party and the Language Centre, all agreements ensuing from or relating to them, and all offers provided by the Language Centre.

**A2.2** If the other party were to refer to other terms and conditions in the agreement, or any other correspondence with regard to the agreement, their applicability is explicitly rejected. Any provisions in other terms and conditions do not detract from the above provisions.

**A2.3** Deviations from and/or additions to the agreement or any proviso of the

terms and conditions apply only if the Language Centre has accepted these explicitly in writing, signed by the persons authorised to do so, and are related only to the relevant agreement. Any deviation or addition accepted by the Language Centre will not create a precedent, and the other party cannot derive any rights from it for any future agreements.

#### A3 Start of the agreement

**A3.1** For other party A the agreement comes into effect on the date that s/he sends the registration form electronically.

**A3.2** For other parties B or C the agreement comes into effect on the date that the Language Centre receives the signed offer.

**A3.3** For other parties B or C, in cases specified in Article C4, the changed agreement can also come into effect if the Language Centre, without objection from the other party, had already started providing the course.

**A3.4** An offer is only valid for the period it specifies. If the offer is not accepted within this term, the offer lapses unless the Language Centre sends information in writing that the offer is still valid.

**A3.5** A registration or signed offer can only be revoked or changed by the other party in writing, and only if this revocation or request for change reaches the Language Centre prior to the date on which the other party receives the registration confirmation, or on which the Language Centre receives the signed offer.

#### A4 Participation

**A4.1** Participation requirements in a course include the following:

- the provision of all information required by Language Centre;
- if prescribed, an intake interview; and
- payment of the course fees.

**A4.2** The course participant must be present in the classroom where the course is given at the start time indicated.

**A4.3** For group courses, course participants are allowed to enter the classroom up to 15 minutes after the scheduled start time, except for exams.

**A4.4** For individual courses, course participants are allowed to enter the classroom up to 30 minutes after the scheduled start time, on the understanding that the session is then limited to the agreed duration minus the time the course participant was late.

**A4.5** The course fees will not be refunded if course participants are late or unable to attend a session/the course.

**A4.6** The Language Centre shall at all times be entitled to replace a teacher or trainer in case of sickness or for other urgent reasons.

**A4.7** The Language Centre can deny the course participant access to the course if s/he is in default by reason of non-payment or overdue payment of the course fee, or for non-compliance with the policy and safety regulations that require adherence based on these General Terms and Conditions, or for other breaches of contract.

#### A5 Intellectual property rights

**A5.1** The Language Centre owns all course rights, including intellectual

property rights. Only course participants can make use of these, and course participants/other parties are not permitted to reproduce, make public or use the course material, in any form or by any means, without the prior permission in writing of the Language Centre, signed by the persons authorised to do so.

**A5.2** Without prejudice to the Language Centre's right to claim full compensation, other parties A, Band C are liable to pay the Language Centre a fine equal to the relevant course fees for each violation, unless the Language Centre has given the other party concerned permission to reproduce, make public or use the course material.

#### A6 End of courses

**A6.1** Courses may end with an exam or a test.

**A6.2** Exams are administered by an organisation other than the Language Centre. The other party and/or course participant must personally pay any exam fees, unless otherwise indicated in the course information.

**A6.3** Tests are administered by the Language Centre. The fees for tests are included in the course fee. Unless otherwise indicated, there are no resits for tests.

**A6.4** Unless otherwise indicated, course participants receive a certificate if they successfully complete the course (and in some cases after sitting an exam or test). The certificate states the number of European Credit Transfer System (ECTS) credits and the Common European Framework of Reference (CEFR) attainment level.

#### A7 Payment

**A7.1** Unless otherwise agreed, the other party is required to personally pay the course fees. If another person or organisation pays the course fees, the other party is still ultimately responsible for their payment.

**A7.2** Upon entering the agreement, the other party supplies the Language Centre, in writing, with all information relevant to payment (i.e. order/purchase numbers or similar information). If this information is not demonstrably supplied in writing when entering the agreement, its lack at the time of invoicing does not entitle the other party to defer payment.

**A7.3** If the course fees are not paid within the specified term, the other party, after the term specified in the notice of default that they receive has lapsed, is in default. In such cases the other party, from the expiry date until the day full payment is made, is liable to pay the statutory interest for the non-paid amount. This interest is immediately payable. All amounts relating to the collection of invoiced costs (including extrajudicial collection costs, which amount to at least 15% of the sum total) are borne by the other party.

**A7.4** Payments will be used first to pay for the collection costs, then the interest due, and finally the sum total. If the other party fails to pay more than one invoice, payments will be used (with due observance of the previous sentence), first to pay for the oldest invoice, then the second-oldest invoice, and so on.

#### A8 Final provisions

**A8.1** The courses' target language is the language of instruction, unless otherwise indicated or agreed.

**A8.2** The course fees do not include the cost of exams, books or other course material, unless otherwise indicated or agreed. The other party/course participant receives information about the required materials before the course start so s/he can obtain them. If the other party is not the course participant, the other party ensures that the course participant is informed about this in good time.

**A8.3** The Language Centre reserves the right to change these terms and conditions in the event of a relevant change in circumstances. The changed terms and conditions will take effect 14 days after the Language Centre has notified the other party of the changes in writing. A relevant change in circumstances includes changed legislation and regulations, changed insights, or obsolescence of the terms and conditions.

#### A9 Postponing sessions and liability

**A9.1** If the Language Centre is required to postpone or reschedule one or more sessions (e.g. due to teacher illness or absence), it will notify the other party (and course participants if their contact details are known) as soon as possible. The Language Centre will reschedule the session(s) or, if it decides not to do so in agreement with the other party, will refund a proportionate part of the agreed sum without being liable to pay more or provide other services.

**A9.2** The Language Centre is liable for damage suffered by other party and/or course participant as a direct consequence of a culpable deficiency in executing the course by the Language Centre, on the understanding that the compensation can never exceed the course fees owed by other party.

#### A10 Disputes

**A10.1** All disputes relating to an agreement concluded between other party A or C and the Language Centre will be submitted to the competent Maastricht District Court, pursuant to exclusive application of Dutch legislation.

**A10.2** All disputes with other party B will in the first instance be settled by mutual agreement (i.e. out of court) between the heads of the relevant administrative units. If an amicable agreement cannot be reached, the dispute will be submitted to the Executive Board for final decision making.

#### Part B: Open offer courses

##### B1 General

**B1.1** The provisions in Part B apply alongside Part A for open offer courses (courses which anyone can register for).

**B1.2** The only registration method is via the digital registration form on the Language Centre website.

**B1.3** If the course requires a compulsory intake interview (as referred to in Article

## GENERAL TERMS AND CONDITIONS

A4.1), the course participant must personally make an intake appointment in good time. After the intake, the course participant will be advised as to the recommended course level; on the basis of this recommendation, s/he may change or withdraw his or her course registration.

**B1.4** The course information on the Language Centre website indicates whether an intake is compulsory.

**B1.5** In a number of cases, the number of available places per course is limited. For courses where the number of registrations exceeds the number of available places, the places are distributed according to who met the participation requirements and paid the course fee first.

**B1.6** Registration for a course is only possible if the course participant has a visa or residence permit that is valid until the end of the course.

**B1.7** Registration for one of the 'Dutch for foreigners' courses at the Language Centre is not grounds for issuing a visa.

**B1.8** A course participant at the Language Centre is not considered a student at Maastricht University.

**B1.9** The Language Centre shall at all times be entitled to replace a teacher or trainer in case of sickness or for other urgent reasons.

**B1.10** The Language Centre can deny the course participant access to the course if s/he is in default by reason of non-payment or overdue payment of the course fee, or for non-compliance with the policy and safety regulations that require adherence based on these General Terms and Conditions, or for other breaches of contract.

**B1.11** By sending in the registration form the course participant gives the Language Centre permission to automatically process his/her personal details indicated on the registration form. The Language Centre will only use these personal details for its own activities, such as course administration and other course information relevant to UM.

### B2 Course fees and payment conditions

**B2.1** The course fees are indicated in the relevant course information on the Language Centre website.

**B2.2** The course fees must be paid before the course start via bank transfer (to ING account number IBAN NL90 INGB 0670 6924 84) or debit or credit card at the Language Centre.

**B2.3** The costs for international payments are at the expense of the other party.

**B2.4** Under no circumstance will it be possible to pay in instalments.

**B2.5** The Language Centre has various course fees:

- UM student fee: for UM students who can demonstrate that they are following a full-time programme at UM and who have a student ID card that is valid for the duration of the course.
- UM staff/alumni fee: for employees who can demonstrate that they are employed by UM during the entire course or UM alumni who can demonstrate that they have completed a degree at UM.

- External fee: for individuals who are not associated with UM.

**B2.6** Except under circumstances as otherwise described in these conditions the course fee will under no circumstance be reimbursed.

### B3 Cancellation

Courses can be cancelled by the other party or the Language Centre withdrawing from the agreement.

#### B3.1 Cancellation by the other party

**B3.1.1** The other party can only cancel the agreement in writing.

**B3.1.2** In the event of cancellation by the other party, the Language Centre charges a €30 fee for administration costs.

**B3.1.3** If the other party cancels more than 7 days before the course start, the Language Centre refunds the received course fees after deducting the administration costs in B3.1.2.

**B3.1.4** If the other party cancels between 8 and 30 days before the course start, the Language Centre refunds 50% of the course fees.

**B3.1.5** If the other party cancels fewer than 7 days before the course start or once it has started, the Language Centre will not refund the course fees.

**B3.1.6** Any refund under B3.1.3 and B3.1.4 will be made by bank transfer to the account number supplied by the other party.

#### B3.2 Cancellation by the Language Centre

**B3.2.1** The Language Centre has the right to cancel a course if too few course participants have registered or been admitted, or if implementing the agreement poses other objections for the Language Centre. The Language Centre aims to take the decision to cancel a course at least one week before the scheduled start.

**B3.2.2** If the Language Centre cancels the course, it will notify the other party and/or course participant of this in writing as soon as possible.

**B3.2.3** If the Language Centre cancels the course, it will refund the course fees paid by the other party with due observance of B3.1.6, without being liable to pay more or provide other services.

#### B4 Course dates

**A4.1** The course dates and times indicated in the relevant course information apply to the course.

**B4.2** The Language Centre has the right to change the course dates/times. In such cases, it will notify the other party/course participant of this as soon as possible.

**B4.3** If the other party/course participant cancels the agreement as a result of the changed course dates/times, the provisions under B3.2.3 apply.

### Part C: Faculty courses

#### C1 General

**C1.1** The provisions in Part C apply alongside Part A to agreements between the Language Centre and administrative unit with regard to courses to be provided by the Language Centre for students and/or staff, both for individual and groups of course participants.

**C1.2** The Language Centre provides the course in accordance with the terms, conditions and specifications included in the offer. The offer also states the course price.

**C1.3** The administrative unit ensures that sufficient classrooms are available for the course(s), which satisfy the specification given by the Language Centre. If the Language Centre agrees to provide classrooms, their costs will be charged to the administrative unit.

**C1.4** The Language Centre must provide the course in accordance with the offer, if the offer was accepted within the term specified.

**C1.5** Upon accepting the offer, the administrative unit is liable to pay 100% of the course price. To this end, the Language Centre ensures that an internal booking order is sent to the administrative unit in a timely manner.

**C1.6** The course should start on the start date indicated in the offer. The start date can be changed in consultation with the administrative unit and the Language Centre. If the course does not start within three months of the (changed) date agreed upon, the administrative unit can no longer derive rights from an accepted offer, and the provisions in C2 apply.

**C1.7** The price mentioned in the offer applies only to the relevant offer.

#### C2 Cancellation

Article B3 applies mutatis mutandis.

#### C2.1 Cancellation by the administrative unit

**C2.1.1** The administrative unit can only cancel the agreement in writing.

**C2.1.2** If the administrative unit cancels between 6 to 4 weeks before the start of the course, the Language Centre refunds 50% of the course fees. Any refund will only be made by transfer to the budget number supplied by the other party and not in cash.

**C2.1.3** If the administrative unit cancels within 4 weeks before the start of the course, no refund will be given of the course fees. The lessons, or parts of the lessons, taught as part of a course can only be rescheduled to days or times other than those specified in the offer up to 4 weeks before the start of the course and at a fee of €25 for each reschedule request. Lessons cannot be rescheduled less than 4 weeks before the start of the course.

#### C2.2 Cancellation by the Language Centre

**C2.2.1** If the Language Centre cancels a course, it will notify the administrative unit as soon as possible.

**C2.2.2** If the Language Centre cancels a course, it will refund the full course price with due observance of B3.1.6, without being liable to pay more or provide other services.

#### C3 Postponing or rescheduling courses or sessions

**C3.1** The administrative unit and the Language Centre may agree to have one or more sessions take place on days or times other than those mentioned in the offer and how to divide the related costs. However, the Language Centre will charge costs to the unit if the change is not agreed to at least 48 hours before the original start time of the course/session.

**C3.2** Any changes to courses/sessions starting on the first working day after a weekend or public holiday must have been agreed to at least 48 hours before the weekend or public holiday in question.

#### C4 Changes to the agreement

**C4.1** The Language Centre and the administrative unit may mutually agree to change the agreement during a course. Any such agreements will be made in writing.

**C4.2** The Language Centre will assess administrative units' requests for changes in terms of feasibility and, if needed, send the administrative unit an amended offer, which if accepted will replace the original agreement.

**C4.3** The Language Centre is not obliged to carry out the amended agreement if the administrative unit has not accepted the amended offer in writing.

**C4.4** If the Language Centre, without objection from the administrative unit, starts the course prior to the administrative unit's acceptance of the offer, the administrative unit is liable to pay a proportionate part of the course price.

### Part D: Tailored courses commissioned by companies and institutions other than UM

#### D.1 General

**D1.1** The provisions in Part D apply alongside Part A to agreements between the Language Centre and other party C, with regard to courses provided by the Language Centre for individual course participants and groups of course participants.

**D1.2** The provisions in Part C apply mutatis mutandis with the exception of the following:

- Upon accepting the offer, other party C is liable to pay the full amount of the tailored course price. The course fees must be paid before the course starts via bank transfer (to ING account number IBAN NL90 INGB 0670 6924);
- If the other party cancels between 6 to 4 weeks before the start of the tailored course, the Language Centre refunds 50% of the course fees. Any refund will only be made by transfer to the account number supplied by the other party and not in cash. If other party C cancels within 4 weeks before the start of the tailored course, no refund will be given of the course fees.
- The lessons, or parts of the lessons, taught as part of a tailored course can only be rescheduled to days or times other than those specified in the offer up to 4 weeks before the start of the

## GENERAL TERMS AND CONDITIONS

tailored course and at a fee of €25 for each reschedule request. Lessons cannot be rescheduled less than 4 weeks before the start of the tailored course.

**D1.3** The Language Centre is not liable for VAT for its language courses. For other courses and activities VAT liability is determined in each separate case. If and when the occasion arises, the amount of VAT will be separately included in the offer and invoice.

Adopted on March 30, 2015, Maastricht.