

## General terms and conditions

### Part A: General

#### A1. General stipulations

A1.1 In these General Stipulations, the following terms are written with capitals and have the following meanings, in so far as these are not deviated from:

- A.** Administrative Unit: a faculty or other administrative unit of the Erasmus University Rotterdam (hereinafter: EUR).
  - B.** Course Participant(s): the natural person who actually attends the Course on the basis of an Agreement entered into by the Other Party. The Other Party A can also be a course participant.
  - C.** Course(s): language course(s), communication training or study skills training provided (or offered online) by the Language & Training Centre (hereinafter: LTC).
  - D.** Date: the date mentioned on the e-mail or the next working day following the date on the date stamp.
  - E.** Participation Requirements: conditions which have to be met before an Agreement is realised.
  - F.** Target language: if applicable: the language to which the Course relates.
  - G.** Registration Confirmation: written confirmation of access of the Course Participant to the Course, which is sent after the Participation Requirements have been met.
  - H.** Offer: specified Written Offer of the LTC to the Other Party B or C with regard to the Course.
  - I.** Agreement: the agreement concluded by Another Party with the LTC in the context of the Course.
  - J.** Written, in Writing: by letter or e-mail.
  - K.** Language & Training Centre: Erasmus University Rotterdam (EUR), acting in this matter under the name of LTC-EUR;
  - L.** Terms and Conditions: the present General Terms and Conditions for courses and training of the LTC-EUR.
  - M.** Other Party: the natural person (if specified: the Other Party A), the Administrative Unit (if specified: the Other Party B) or a legal entity (if specified: the Other Party C) which has a contractual relationship with the LTC on the basis of an Agreement concluded with the LTC.
- A1.2** If the Other Party is not also the Course Participant, the Other Party has to ensure that the Course Participant is informed of the General Terms and Conditions. In so far as obligations arise for the Course Participant from these Terms and Conditions, the Other Party is held to ensure that the Course Participant complies therewith. The Other Party is responsible for each non-compliance by the Course Participant with the Terms and Conditions.

#### A2. Applicability

**A2.1** These Terms and Conditions apply to all Agreements between the Other Party and the LTC and to all agreements arising from it or connected to it, as well as to all Offers made by LTC

**A2.2** If the Other Party refers to other terms and conditions in the Agreement or any other correspondence in connection with the Agreement, the applicability thereof is explicitly rejected. Any other stipulations in such other terms and conditions will not prejudice the foregoing.

**A2.3** Deviations and/or additions to the Agreement or any stipulation from the Terms and Conditions will solely be effective if and in so far as LTC has accepted these explicitly and in writing, signed by the persons authorised to that end, and these will solely refer to the Agreement in question. If such a deviation or addition is accepted by LTC, this will not have any precedent effect and the Other Party cannot derive any rights from it for possible future Agreements.

#### A3. Realisation of the Agreement

**A3.1** In case of the Other Party A, the Agreement will be realised on the Date the Other Party sends in or hands in the registration form or effects the payment for the Course by way of buying the course product in the web shop.

**A3.2** In case of the Other Party B or C, the Agreement will be realised on the Date LTC receives the signed Offer or a written contract.

**A3.3** In case of the Other Party B or C, in the events listed in Stipulation C4, the amended Agreement can also be realised, if the LTC has started with the actual performance of the Course, without any objection of the Other Party.

**A3.4** An Offer is solely valid during the period of time mentioned in it. If the Offer is not accepted within this period, the offer will lapse, unless the LTC informs in Writing that the offer is still valid.

**A3.5** A registration or signed Offer can solely be revoked or amended by the Other Party in Writing and solely if this revocation or request to amend has reached the LTC before the Date on which the confirmation of registration has been received by the Other Party or the signed Offer has been received by the LTC.

#### A4. Participation

**A4.1** The following Participation Requirements apply to a Course: - the provision of all information requested by the LTC, and - if stipulated, an intake interview with the Course Participant, - having complied with the tuition costs (or the due part thereof).

**A4.2** The course participant is admitted to an individual Course until 30 minutes after the starting hour set, on the understanding that the Course will then be limited to the duration agreed minus the time the Course Participant has been too late.

**A4.3** The tuition costs for a group course will not be refunded when the Course Participant is too late or unable to come.

**A4.4** The LTC will try, in case of an individual course, to postpone the lesson if the Course Participant is unable to come, on the condition that the LTC has been informed of the inability to come at least two working days and during office hours (9 a.m.- 5 p.m.) before the commencement of the lesson by the Other Party.

**A4.5** In case of an individual course, when the inability to attend is reported too late by the course participant, the lesson will be considered as having been given and the tuition costs will not be refunded.

**A4.6** For an individual course, the maximum extension of the Course will be 25% of the duration originally set, unless agreed otherwise, to be counted as from the first lesson agreed. A longer duration and/or a temporary postponement of a Course will solely be taken into consideration after a written request has been filed by the Other Party.

**A4.7** The LTC is entitled at all times to replace a teacher or trainer by another teacher or trainer in the event of illness or for other urgent reasons.

**A4.8** The LTC can refuse access to the Course in the event of breach of contract. This includes the non-payment or not timely payment of the course fee but also non-compliance with the rules of order and safety regulations to which the Course Participant is held on the basis of these terms and conditions.

#### A5. Ownership rights and intellectual property rights

**A5.1** All ownership rights and intellectual property rights of the Courses are the property of the LTC. Course Participants are solely granted the opportunity to use these and Course Participants / Other Parties are not entitled – unless the LTC has explicitly granted permission in writing and signed by the persons authorised to that end – to disclose or exploit these.

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**A5.2** Without prejudice to the possibility for LTC to demand damages in full, the Other Parties A and C will owe the LTC per violation a penalty amounting to the course fee of the Course in question.

## **A6. Payment**

**A6.1** Unless agreed otherwise, the tuition costs will be paid by the Other Party itself/himself. If another party pays instead of the Other Party, however, the Other Party will remain responsible for the payment of the tuition costs.

**A6.2** When the Agreement is concluded, the Other Party will provide the LTC in Writing with all data relevant for the payment. Relevant data also include: Order/purchase numbers or other data of such nature. If these have not been demonstrably provided in Writing when the Agreement was concluded, the absence of these data in the invoicing does not entitle to suspend payment.

**A6.3** If payment does not take place within the period set, the Other Party will be in default after the period defined in a notice of default has lapsed. Then the Other Party will owe legal interest charged on the sum not paid as from the due date until the day of payment in full. This interest will be immediately payable. All expenses incurred for the collection of the invoiced sums (including the extrajudicial collection costs) will be borne by the Other Party. The extrajudicial collection costs will amount to at least 15% of the main sum.

**A6.4** Payments will first serve to pay the collection costs, subsequently the interest owed and then the main sum. If the Other Party does not pay several invoices, payments will first serve to pay the oldest invoice and subsequently the oldest invoice but one, et cetera, taking into account the stipulations of the previous sentence.

## **A7. Final stipulations**

**A7.1** In the Language Courses, the Target Language is the tuition language, unless stated or agreed otherwise. A basic knowledge of English is strongly recommended.

**A7.2** The tuition costs do not include the costs of any exams, books or other study materials, unless stated or agreed otherwise. The Other Parties/Course Participants will receive information on the necessary study materials before the commencement of the Course, so that they can obtain these themselves. When the Other Party is not the Course Participant, it will ensure that the Course Participant will be informed of it in time.

**A7.3** The LTC reserves the right to amend and/or supplement these Terms and Conditions in case of a relevant change in circumstances. The amended Terms and Conditions will not be effective with regard to the Agreement than 2 weeks after the Written notice of this amendment/these amendments or the amended Terms and Conditions by the LTC to the Other Party. A relevant change in the circumstances will be deemed to exist in any case in the event of amended legislation and regulations, changed opinions or the Terms and Conditions becoming out of date.

## **A8. Postponement and Liability**

**A8.1** If as a result of, for instance, illness or absence of a teacher the LTC is obliged to postpone or reschedule one or more lessons, it will inform the Other Party and the Course Participants thereof as soon as possible, in so far as their contact data are known to the LTC. The LTC will offer the cancelled lessons again and, if the LTC decides not to do so in consultation with the Other Party, refund a proportionate part of the price agreed without being liable for more or otherwise.

**A8.2** The LTC is liable for damage suffered by the Other Party and/or Course Participant as a direct result of an imputable shortcoming in the performance of the Course by the LTC, on the understanding that the damages will never exceed the sum owed by the Other Party for the Course.

## **A9. Applicable Law**

All agreements between the Other Parties and LTC are governed by Dutch law.

## **A10. Disputes**

**A10.1** All disputes arising from an Agreement concluded between the Other Party A or C and the LTC will be settled out of court with the LTC. If it turns out that a settlement out of court cannot be reached, it is possible, if the Other Party A is a student of the EUR, to request a student counsellor to mediate. If the Other Party A is a student of the EUR, he or she can also choose to formally file a complaint with the EUR Legal Protection Facility, when the settlement out of court does not succeed. Other Parties A not being students at the EUR and Other Parties C can also file a complaint with the Executive Board of the EUR. In the latter instance, the Other Parties A and C can submit the complaint to the competent court of law in the District Rotterdam.

**A10.2** All disputes with the Other Party B will in first instance be settled out of court by the Heads of the Administrative Units in question. If it turns out that a settlement out of court cannot be achieved, the dispute will be submitted to the Executive Board of the EUR for a final decision. Or, in the case of Dutch NT2, submitted to the Arbitration Board of Blik op Werk.

## **Part B: Courses from the Open Supply**

### **B1. General**

**B1.1** The stipulations of Part B are applicable in addition to Part A with regard to Courses from the open supply. EUR students, EUR employees, EUR alumni, students of other universities and colleges in the Netherlands and external students with a higher education or academic education level can enrol for the open supply language courses. EUR students and others can enrol for the GMAT and Studyboost training courses of the open supply, in so far as they are explicitly listed by the LTC in its communications regarding the training.

**B1.2** Enrolling can solely take place by paying via the web shop or by sending in or handing in the application form found on the website of the LTC.

**B1.3** If an obligatory intake interview (as defined in Clause A4.1) applies for the Course, the Course Participants themselves have to timely make an appointment for this interview. Intake dates and enrolling deadlines are mentioned on the website of the LTC. After the intake interview, the Course Participant is advised on the recommended starting level for a Course. This advice should be taken into account when you register for a course.

**B1.4** The course information on the website of the LTC states whether an intake interview is obligatory.

**B1.5** The number of places available per Course is limited in some cases. For Courses in which the number of registrations exceeds the number of places available, the number of enrolling confirmations for this Course related to these places is awarded on the basis of the moment when the Participation Requirements and obligation to pay have been complied with.

**B1.6** Enrolling for a Course is solely possible when the Course Participant has a visa or residence permit that is valid until the end of this Course.

**B1.7** Enrolling for one of the Courses Dutch for Non-Native Speakers at the LTC is no basis for acquiring a visa.

**B1.8** A Course Participant of the LTC as such is not a student of the Erasmus University Rotterdam.

**B1.9** The LTC strives to confirm the participation in writing no later than one week before the planned date of commencement of the Course. The letter of confirmation is sent to the e-mail address mentioned in the enrolment via the webshop or on the application form.

**B1.10** The LTC is entitled at all times to replace a teacher or trainer by another teacher or trainer in case of illness or for other urgent reasons.

**B1.11** The LTC can refuse access to the Course in case of breach of contract. This includes the non-payment or not timely payment of the course fee but also non-compliance with the rules of order and safety regulations to which the Course Participant is held on the basis of these Terms and Conditions.

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## B2. Tuition Costs and Terms of Payment

**B2.1** The costs for each Course are mentioned in the relevant course information on the website of the LTC, in the product in question in the webshop and on the application form.

**B2.2** Payment of the tuition costs is effected before the application deadline of the Course and is possible via the webshop (iDeal payment), via a PIN or credit card payment at Servicedesk (ESSC) when handing in the application form or by way of an invoice (employees and external students).

**B2.3** The costs for foreign payments are borne by the Other Party.

**B2.4** Payment in instalments is not possible under any conditions.

**B2.5** The LTC has various course fees. Rate 1 for students and employees and Rate 2 for others:

- **Rate 1: Student and first-year alumni fee:** students of the Erasmus University Rotterdam, Erasmus Medical Centre or Erasmus University College who are demonstrably students of the EUR and have valid student cards for the semester in which the Course will start, alumni of the EUR who obtained their certificates less than one year ago (with reference to the date of commencement of the Course), students of other universities or colleges in the Netherlands and PhD students employed by the EUR for the duration of the entire Course or Training.

- **Rate 2: EUR employees fee & partners of employees:** employees with a demonstrable employment at the EUR, EMC or EUC for the duration of the entire Course or Training. And partners of EUR, EMC or EUC employees.

- **Rate 2: EUR alumni fee:** alumni of the EUR who obtained their certificates more than a year ago (with reference to the date of commencement of the Course).

- **Rate 2: Full fee:** external students with a higher education or academic education level who are not linked to the EUR. B2.6 Except when explicitly otherwise stipulated in these Terms and Conditions, the course fee will not be refunded in any case.

## B3. Cancellation

Cancellation takes place when the Other Party or the LTC cancels the Agreement after the Agreement has been realised.

### B3.1 Cancellation by the Other Party

**B3.1.1** The Other Party can solely cancel the Agreement in Writing.

**B3.1.2** When the Other Party cancels the Agreement on a Day before the enrolment deadline of the Course, the course fee received will be refunded minus the costs arising from payment by creditcard.

**B3.1.3** When the Other Party cancels on a Day after the enrolment deadline, the course fee will not be refunded.

**B3.1.4** A refunding as meant sub B3.1.2 will not take place in cash but solely to the bank account stated by the Other Party.

### B3.2 Cancellation by the LTC

**B3.2.1** The LTC can cancel a Course when insufficient Course Participants have applied for it or have been admitted to it or the performance of the Agreement or Offer are otherwise inconvenient for the LTC. The LTC will strive to take a decision to cancel a Course no later than one week before the planned date of commencement of the Course.

**B3.2.2** When the LTC cancels, the Other Party and/or the Course Participant will be informed of it as soon as possible. In any case, they will receive notice thereof in Writing as well.

**B3.2.3** When the LTC cancels, the course fee paid by the Other Party will be refunded in full without the LTC being liable for more or otherwise, taking into account Clause B3.1.4.

## B4. Days and Times

**B4.1** The days and times stated in the course information in question apply to the Course.

**B4.2** The LTC can amend said days and times. In this case the LTC will inform the Other Party/Course Participant of it as soon as possible.

**B4.3** When the Other Party/Course Participant cancels the Agreement as a result of the amended days and times, the stipulations sub B3.2.3 apply.

## B5. Course Completion

**B5.1** A Language Course can be completed by an exam.

**B5.2** If the exam is held by the LTC, the exam costs are included in the course fee.

**B5.3** If you fail a Dutch course with (at the most) one 'fail' or in the case of hindrance, you will have the opportunity to re-sit that part of the exam. It is only possible to take a re-sit once and you can only take a re-sit of the part you failed. If you have two or more fails it is not possible to take a re-sit. In that case you have to retake the course. The costs for a re-sit are € 35,-.

**B5.4** For all the other languages: In the event of an insufficient final mark (a total mark of less than 5.5) or in the event of an inability to come, the candidate will have the opportunity to re-sit the written part of the exam during one of the next exam periods of the LTC (for example at the end of the next semester). The written part of the final exam can be re-sat but once; listening comprehension tests or oral exams cannot be re-sat. The costs for a re-sit are € 50.

**B5.5** Unless stipulated otherwise, the course participants will receive a certificate after the completion of a language course, if they have successfully completed the Course (whether or not by sitting an exam). In the event of a final exam, Course Participants will solely obtain final marks and certificates, when they have participated in all exam subjects. The certificate will state – if relevant – the final level according to the European Reference Framework. Course Participants of GMAT and Studyboost training courses or Refresher sessions can request a digital proof of participation for free from the LTC.

**B5.6** A level statement from an LTC intake or assessment or a certificate from a language course has a validity of one year. The result of an ITP-TOEFL test is valid for two years.

**B5.7** If the exam is held by another organisation than the LTC, the Other Party and/or Course have to pay any exam fees themselves, unless the course information states otherwise.

## Part C: Faculty Courses and Training

### C1. General

**C1.1** In addition to Part A, the stipulations of Part C apply to the Agreements between the LTC and an Administrative Unit with regard to the Courses for students and/or employees for both individual Course Participants and groups of Course Participants.

**C1.2** The LTC performs the Course in accordance with the Terms and Conditions and the specifications stated in the Offer/Quote. The Offer/Quote also states the course fee of the Course.

**C1.3** The Administrative Unit ensures sufficient room for the Course(s) which complies with the specifications stated by the LTC. If it has been agreed that the LTC will provide room for the Courses, the costs thereof will be passed on to the Administrative Unit (if applicable).

**C1.4** The LTC is held to provide the Course according to the Offer/Quote, if the Offer has been accepted within the period stated.

**C1.5** When the Administrative Unit accepts the Offer/Quote, it will have to pay 50% of the fee. The LTC will send the order for internal money transfer to the Administrative Unit after the completion of the course.

**C1.6** The Course has to commence on the day of commencement stated in the Offer/Quote. The day of commencement can be adapted in consultation between the Administrative Unit and the LTC. If the Course has not commenced within three months of the day of commencement agreed (in further detail), the Administrative Unit can no longer derive any rights from an accepted Offer/Quote. The stipulations of C2 apply.

**C1.7** The fee stated in the Offer/Quote solely applies to that Offer/Quote.

### C2. Cancellation

Clause B3 applies mutatis mutandis.

#### C2.1 Cancellation by the Administrative Unit

**C2.1.1** The Administrative Unit can solely cancel the Agreement in Writing.

**C2.1.2** If the Administrative Unit cancels, the development costs and any other expense incurred by the LTC will be invoiced in any

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case and paid by the Administrative Unit to the LTC.

**C2.1.3** If the Administrative Unit cancels on a Date no later than 30 days before the commencement of the Course, 50% of the course fee costs will be invoiced increased by the costs defined sub C2.1.2.

**C2.1.4** If the Administrative Unit cancels on a Date less than 14 days before the commencement of the Course, or after the commencement of the Course, it will owe 100% of the course fee agreed.

## **C2.2 Cancellation by the LTC**

**C2.2.1** If the LTC cancels, the Administrative Unit will be informed of it as soon as possible.

**C2.2.2** If the LTC cancels, the course fee paid will be refunded in full without LTC being liable for more or otherwise.

## **C3. Postponement or Rescheduling of Courses or Lessons**

**C3.1** It can be agreed between the Administrative Unit and the LTC that the lessons given in a Course or part thereof will take place on other days or hours than stated in the Offer/Quote. The Administrative Unit and the LTC also agree how the costs linked to it will be divided. The starting point will be that the LTC passes the costs on when the change has not been agreed at least 48 hours before the hour of commencement of the lesson earlier agreed.

**C3.2** It applies to lessons on the first working day after a weekend

or public holiday that any change has to have been agreed at least 48 hours before said weekend or the public holiday in question.

## **C4. Amendment of the Agreement**

**C4.1** The LTC and the Administrative Unit can decide in mutual consultation during the term of the Course to amend the Agreement. Such amendments will be laid down in writing.

**C4.2** Requests of the Administrative Unit will always be tested as to their feasibility by the LTC and confirmed by an adapted Offer to the Administration Unit. After the Offer has been accepted by the Administrative Unit, a new Agreement will be realised. **C4.3** The LTC is not held to perform the amended Agreement as long as the Administrative Unit has not accepted the amended Offer in Writing.

**C4.4** If the LTC commences the actual performance of the Course without any objection from the Administrative Unit, the Administrative Unit will owe the tuition costs.

## **Part D: Courses ordered by Companies and Institutions**

### **D1. General**

**D1.1** Apart from Part A, the stipulations of Part D apply to the Agreements between the LTC and the Other Party C with regard to the Courses to be provided by the LTC for both individual Course Participants and groups of Course Participants.

**D1.2** The stipulations of Part C apply mutatis mutandis.

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