

# General Terms and Conditions for Registration Open Group Courses University of Groningen Language Centre

These General Terms and Conditions apply to all open group courses and exams (hereinafter referred to as courses) that the University of Groningen (UG) Language Centre organizes for individuals, groups and organizations, both internal and external.

## Article 1 – Registration

1.1 In some instances, registration for an online or in-person course takes place after an online or in-person intake interview between the participant and the Language Centre. The interview is intended to establish the participant's level. The Language Centre's website states for which courses an intake interview is obligatory.

The following aspects will be discussed during the intake interview:

- Establishing the participant's level
- Objectives of the course
- General course content
- Number of contact hours
- Total study load (including independent study)
- Practical matters, such as the course days and times, place, duration of the course.
- 1.2 If the desired course is fully booked, the participant may be placed on a waiting list.
- 1.3 If a course is cancelled due to force majeure, such as in the case of insufficient applications, the participant will be notified in writing no later than five working days before the start of the course. In this case, the participant will receive a full reimbursement of the course fee or used voucher. **Please note:** For this reason, the participants are strongly advised not to buy the course materials earlier than **four working days before the start of the course**. In exceptional cases, the Language Centre also reserves the right to cancel the course due to force majeure within five working days before the start of the course. The participant will be notified of this in writing and will be reimbursed the course fee. If the course has already started, the course fee will be reimbursed pro rata.
- 1.4 Force majeure also includes the COVID-19 situation. If the execution of a course by the Language Centre is severely hampered by the consequences of any unforeseen circumstances brought about by the COVID-19 pandemic, e.g. government measures (temporary and subject to change), then the Language Centre may implement measures to permit the course to continue to go ahead. Examples include transitioning from an inperson course to an online course, or adjusting the agreed duration of the course or sessions.
- 1.5 The Language Centre cannot be held liable for any costs incurred by the participant due to the cancellation (such as travel costs and overnight stays).



- 1.6 The prescribed course materials must be bought to successfully take the course. The course materials are not included in the course price unless stated otherwise.
- 1.7 Publishing and copying of copyright-protected work, such as the prescribed course materials (including books and e-books) without the copyright owner's consent, is prohibited under the Copyright Act. If a participant has not bought the required course materials at the end of the first two sessions of the course, or only has made unauthorized copies, they may be refused admittance to the rest of the course without a refund. In that case, the Language Centre's cancellation procedure of Article 5.3 will be applied.
- 1.8 All Language Centre courses are aimed at participants aged 18 and above.

## Article 2 – Applicability

- 2.1 These General Terms and Conditions apply to all open group courses and exams that the University of Groningen (UG) Language Centre organizes for individuals, groups and organizations, both internal and external.
- 2.2 The participant accepts the applicability of these General Terms and Conditions by registering for a course through the Language Centre's course catalogue and, at any rate, at the start of the course.

## Article 3 – Fee categories and prices

- 3.1 The Language Centre has three fee categories:
  - Student fee: for Bachelor's and Master's students, exchange students and PhD scholarship students of the University of Groningen (UG), Hanze University of Applied Sciences and Windesheim University of Applied Sciences.
  - Staff discount fee: Staff of the UG, the University Medical Center (UMCG), Hanze University of Applied Sciences and Windesheim University of Applied Sciences. UG PhD students and postdocs are included.
  - Full fee: Others who are interested.

The Language Centre's latest fees and discounts can be found on the website's relevant course page.

- 3.2 The Language Centre is not liable to pay VAT for its teaching activities.
- 3.3 The prices of the courses are exclusive of teaching materials unless stated otherwise in the registration information.

## Article 4 – Invoicing and payment

- 4.1 Registration for a course can be done through the Language Centre's course catalogue. During the registration procedure, the participant will see which payment options apply to them.
- 4.2 The Language Centre's payment options are:
  - Payment by iDeal or credit card: The participant will be directed to the payment provider after selecting this option. After payment, the participant will receive an order confirmation and the invoice by email.

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- Payment guarantee for UG staff: If a UG faculty or department pays for the participant's course, the participant can enter a valid internal project code for purchasing the course.
- Payment guarantee for UG international students (full-time), PhD students and postdocs: If the participant is eligible for a payment guarantee, this will automatically be applied to the payment for the course during the registration procedure. The participant can pay any remaining amount by iDeal or credit card.
- Payment guarantee for the UMCG or University of Twente (UT): Participants who are logged in to SURFconext through the account of the teaching institution mentioned above or their employer will automatically see the payment option stating that the teaching institution or employer pays the registration fees. For the UMCG, the participant must enter the contact person, the department and the correct cost code. After the start of the course, the invoice will be sent to the UMCG or the UT. The course fee must be paid within 30 days of the date of the invoice.
- Payment guarantee in the case of a DUO loan: For courses that may be paid from a loan from the Education Executive Agency (DUO), the participant will be asked if they would like to pay from their DUO loan. The participant must upload their most recent DUO loan statement in the registration procedure. According to the DUO guidelines, the Language Centre will send the invoice to DUO after the course. The participant must approve the invoice in their DUO portal. By selecting this option, the participant guarantees that they have enough money left in their DUO loan at the end of the course so that the Language Centre may collect the course fee from DUO. If there is not enough money available, the participant will have to pay the full amount themselves.
- 4.3 If the invoice has not been paid after the expiry of the payment period of 30 days, the Language Centre has the right to refuse the participant or participants admission to the course with immediate effect. However, the course fee will remain payable and will be increased by debt collection charges and statutory interest.

## Article 5 – Dutch for UG staff, UG students and PhD students

- 5.1 The University of Groningen offers international students (full-time), PhD students and postdocs partial or full reimbursement of Dutch language courses, provided that specific conditions are met.
- 5.2 The reimbursement of participation consists of vouchers, with a maximum of five vouchers per person. One course equals one voucher unless stated otherwise.
- 5.3 The following courses are eligible for reimbursement:
  - Dutch language courses for UG students
  - Dutch language courses for PhD students and postdocs up to level B1 of the CEFR
  - All Dutch language courses for German native speakers
  - Conversation courses up to level A2.
- 5.4 The Language Centre's registration system will automatically indicate the fee that applies to the participant. UG students and staff members must first log into SURFconext.



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More information about who is eligible and the applicable conditions can be found on <a href="https://www.rug.nl/language-centre/language-courses/practical/schemes#ug-compensation">https://www.rug.nl/language-centre/language-courses/practical/schemes#ug-compensation</a>.

## Article 6 – Changes after the start

If the participant turns out to have the wrong starting level after the first or the second session, the trainer will discuss their options for transferring to another group. Transfers are subject to places available in other groups.

## Article 7 – Conditions of cancellation

- 7.1 The participant may apply for cancellation via <u>talencentrum@rug.nl</u>.
- 7.2 The following applies to Dutch courses:

7.2.1 The participant may cancel their registration up to ten working days before the start of the course to receive a full refund.

7.2.2 If the participant cancels less than ten working days before the start of the course, they must pay the full amount of the course fee.

7.3 The following applies to courses in English, Modern Foreign Languages, Intercultural Communication and Testing:

7.3.1 The participant may cancel their registration up to five working days before the start of the course to receive a full refund.

7.3.2 If the participant cancels less than five working days before the start of the course, they must pay the full amount of the course fee.

7.4. Once the terms stipulated in Articles 7.2 and 7.3 have passed, the participant may still cancel their registration, but they will no longer have the right to a refund of the course fee.

7.4.1. A refund of the course fee is never possible if the fee amounts to  $\in 100,-$  or less.

- 7.5. The participant must email their request for cancellation to talencentrum@rug.nl. The email should include all relevant personal information, as well as all relevant information about the course or examinations. The date on which the Language Centre receives the email will count as the date of request.
- 7.6. When registering for the course online, a statutory reflection period of 14 days applies.

7.6.1. The statutory reflection period no longer applies once the course has started, and from this moment on the participant will no longer have the right to a full refund of the course fee.

7.6.2. If the participant appeals to the statutory reflection period within the terms stipulated in Articles 7.2 and 7.3, they are owed 50 per cent of the course fee as reasonable compensation for the expenses already made by the Language Centre.



## Article 8 – End of the course

- 8.1 The participant will receive a certificate if they attended at least 75% or 85% (depending on the course type) of all sessions and if the trainer has awarded them 'sufficient' as the final mark.
- 8.2 At the end of a language course, the participant will receive a recommendation. A positive recommendation can provide access to a follow-up course.

## Article 9 – Other conditions and regulations

- The following conditions and regulations also apply: 9.1 General Purchasing Conditions (Supplies and Services) of the University of Groningen General Privacy Statement of the University of Groningen Language Centre Complaints Procedure
- 9.2 The Language Centre reserves the right to amend the payment and cancellation conditions at any time.
- 9.3 These General Terms and Conditions also apply to the Intercultural Competence Summer and Winter Schools, organized by the Language Centre. In the event of contradictions, the below specific conditions prevail over the current Conditions in regards to these Schools:

Terms and conditions Winter School Terms and conditions Summer School

9.4 These General Terms and Conditions also apply to the Developing Across Differences (DAD) Learning Lab & Community Week organized by the Institute for Developing Across Differences in partnership with the Language Centre. In the event of contradictions, the below specific conditions prevail over the current Conditions in regards to the DAD.

Terms and Conditions Developing Across Differences (DAD) Learning Lab & Community Week

## Article 10 – Liability

- The Language Centre cannot be held liable for any damage that may be caused by or in 10.1 connection to participating in a Language Centre course. Nor can it be held liable due to cancellation of the course agreement by the Language Centre, unless this is attributable to deliberate intent or gross negligence of the Language Centre.
- 10.2 Should the Language Centre, despite the provision in Article 10.1, be liable for damages at any time, the compensation will be limited to no more than the amount of the invoice.
- 10.3 Indirect damages will not be compensated.

## Article 11 – Applicable law

11.1 All of the Language Centre's guotes, general offers, legal and other actions and any agreements between the Language Centre and the participant are subject to Dutch law.



11.2 Any disputes arising in the context of Article 11.1 that cannot be solved by mutual agreement shall be brought before the competent court of the District Court of the Northern Netherlands located in Groningen.

#### **Contact details**

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